

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N6871191RP00P16	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. ELEVEN (11)	3. EFFECTIVE DATE 01 JUNE 2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY SOUTHWEST DIVISION NAVAL FACILITIES ENGINEERING COMMAND REAL ESTATE DEPARTMENT 1220 PACIFIC HIGHWAY SAN DIEGO, CA 92132-5190		CODE ROPMR.TR	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county State and ZIP Code) THE CITY OF SAN DIEGO REAL ESTATE ASSETS DEPARTMENT 1200 THIRD AVENUE, SUITE 1700 MS-51A SAN DIEGO, CA 92101 EXP: 31 MAY 2009			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. N6871191RP00P16	
CODE NBPL FACILITY CODE N63406			10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference of the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER (Specify type of modification and authority) BY MUTUAL AGREEMENT OF BOTH PARTIES

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

THE PURPOSE OF THIS MODIFICATION IS TO MAKE THE FOLLOWING CHANGE:

1. ARTICLE 2, TERM OF THE LICENSE IS HEREBY AMENDED BY DELETING THEREFROM THE DATE "31 MAY 2008" AND INSERTING IN PLACE THEREOF THE DATE "31 MAY 2009" OR UNTIL A NEW AGREEMENT IS EXECUTED.

2. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER James F. Barwick, CCIM Director, Real Estate Assets		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ALEXANDRA S. ELIAS REAL ESTATE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR BY  (Signature of Person Authorized to Sign)	15C. DATE SIGNED 5/19/08	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 5-30-08

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective Date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be in the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No. -- Dated, and 10, (Modification of Contract/Order No. -- Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$.....

(2) Accounting Classification
Net decrease \$.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet."

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$.....

(ii) Total contract price decreased by \$.....

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE N6871191RP00P16		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. TEN (10)	3. EFFECTIVE DATE 01 DECEMBER 2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY SOUTHWEST DIVISION NAVAL FACILITIES ENGINEERING COMMAND REAL ESTATE DEPARTMENT 1220 PACIFIC HIGHWAY SAN DIEGO, CA 92132-6190	CODE ROPMR,TR	7. ADMINISTERED BY (if other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county State and ZIP Code) THE CITY OF SAN DIEGO REAL ESTATE ASSETS DEPARTMENT 1200 THIRD AVE., SUITE 1700 MS-51A SAN DIEGO, CA 92101 EXP: 31 MAY 2008		9A. AMENDMENT OF SOLICITATION NO.	
CODE SPAWARSY&CEN		9B. DATED (SEE ITEM 11)	
FACILITY CODE N68001		10A. MODIFICATION OF CONTRACT/ORDER NO. N6871191RP00P16	
		10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF OUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER (Specify type of modification and authority) BY MUTUAL AGREEMENT OF BOTH PARTIES

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, providing solicitation/contract subject matter where feasible)

THE PURPOSE OF THIS MODIFICATION IS TO MAKE THE FOLLOWING CHANGES:

- ARTICLE 2, TERM OF THE LEASE IS HEREBY AMENDED BY DELETING THEREFROM THE DATE "30 NOVEMBER 2007" AND INSERTING IN PLACE THEREOF THE DATE "31 MAY 2008" OR UNTIL A NEW AGREEMENT IS EXECUTED.
- ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, not heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) DAVID A. SANDOVAL, DEPUTY DIRECTOR		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL J. FRIDGEN REAL ESTATE CONTRACTING OFFICER	
15C. CONTRACTOR/ORDER NO. BY <i>David Sandoval</i> (Signature of Person Authorized to Sign)	15D. DATE SIGNED 11/20/07	15E. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	15F. DATE SIGNED 11-20-07

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
N6871191RP00P16PAGE OF PAGES
1 | 12. AMENDMENT/MODIFICATION NO.
NINE (9)3. EFFECTIVE DATE
01 JUNE 2007

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

ROPMR.TR

7. ADMINISTERED BY (if other than Item 6)

CODE

SOUTHWEST DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
REAL ESTATE DEPARTMENT
1220 PACIFIC HIGHWAY
SAN DIEGO, CA 92132-5190

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county State and ZIP Code)

THE CITY OF SAN DIEGO
REAL ESTATE ASSETS DEPARTMENT
1200 THIRD AVE., SUITE 1700 MS-51A
SAN DIEGO, CA 92101

EXP: 30 NOVEMBER 2007

CODE SPAWARSYSCEN SAN DIEGO

FACILITY CODE N66001

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
N6871191RP00P16

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference of the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER (Specify type of modification and authority) BY MUTUAL AGREEMENT OF BOTH PARTIES

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

THE PURPOSE OF THIS MODIFICATION IS TO MAKE THE FOLLOWING CHANGES:

- ARTICLE 2, "TERM OF THE LEASE" IS HEREBY AMENDED BY DELETING THEREFROM THE DATE "31 MAY 2007" AND INSERTING IN PLACE THEREOF THE DATE "30 NOVEMBER 2007".
- ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) James F. Barwick, CCIM Director, Real Estate Assets		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL J. FRIDGEN REAL ESTATE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR BY  (Signature of Person Authorized to Sign)	15C. DATE SIGNED 5/14/07	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 5-31-07

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective Date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be in the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No. -- Dated, and 10, (Modification of Contract/Order No. -- Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$.....

(2) Accounting Classification
Net decrease \$.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet."

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$.....

(ii) Total contract price decreased by \$.....

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N6871191RP00P16		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. EIGHT (8)		3. EFFECTIVE DATE 01 DECEMBER 2006		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY SOUTHWEST DIVISION NAVAL FACILITIES ENGINEERING COMMAND REAL ESTATE DEPARTMENT 1220 PACIFIC HIGHWAY SAN DIEGO, CA 92132-5190		CODE ROPMR.TR		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county State and ZIP Code) THE CITY OF SAN DIEGO REAL ESTATE ASSETS DEPARTMENT 1200 THIRD AVE., SUITE 1700 MS-51A SAN DIEGO, CA 92101 EXP: 31 MAY 2007				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. N6871191RP00P16			
				10B. DATED (SEE ITEM 13)			
CODE SPAWARSYSCEN		FACILITY CODE N66001					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference of the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
☒ D. OTHER (Specify type of modification and authority) BY MUTUAL AGREEMENT OF BOTH PARTIES							
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
THE PURPOSE OF THIS MODIFICATION IS TO MAKE THE FOLLOWING CHANGES:							
1. ARTICLE 2, "TERM OF THE LEASE", IS HEREBY AMENDED BY DELETING THEREFROM THE DATE "30 NOVEMBER 2006" AND INSERTING IN PLACE THEREOF THE DATE "31 MAY 2007" OR UNTIL A NEW AGREEMENT IS EXECUTED.							
2. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print) JAMES F. BARWICK DIRECTOR - REAL ESTATE ASSETS				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL J. FRIDGEN REAL ESTATE CONTRACTING OFFICER			
15B. CONTRACTOR/OFFEROR  (Signature of Person Authorized to Sign)		15C. DATE SIGNED 11/16/06		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 12-4-06	

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective Date).

- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be in the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No. -- Dated, and 10, (Modification of Contract/Order No. -- Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$.....

(2) Accounting Classification
Net decrease \$.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet."

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$.....

(ii) Total contract price decreased by \$.....

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2700045

ORIGINATING

DEPT. NO.: 070

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____ By: _____

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE ☐

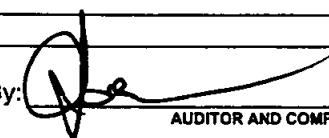
CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$22,451.82

Vendor: US Trasury (c/o US Navy)

Purpose: To authorize the expenditure for six month lease extension for Mt Soledad communications site.

Date: July 24, 2006 By: 

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	50064	539	2150	4222	005153				\$22,451.82

AC-361 (REV 2-92)

FUND OVERRIDE ☐

AC 2700045

C-13873

DUPLICATE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N6871191RP00P16		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. SEVEN (7)		3. EFFECTIVE DATE 01 JUNE 2006		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY SOUTHWEST DIVISION NAVAL FACILITIES ENGINEERING COMMAND REAL ESTATE DEPARTMENT 1220 PACIFIC HIGHWAY SAN DIEGO, CA 92132-5190		CODE ROPMR.TR		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county State and ZIP Code) CITY OF SAN DIEGO REAL ESTATE ASSETS DEPT 1200 THIRD AVE., SUITE 1700 MS-51A SAN DIEGO, CA 92101 EXP: 30 NOVEMBER 2006				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. N6871191RP00P16			
				10B. DATED (SEE ITEM 13)			
CODE SPAWARSYSCEN		FACILITY CODE N66001					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference of the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER (Specify type of modification and authority) BY MUTUAL AGREEMENT OF BOTH PARTIES

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

THE PURPOSE OF THIS MODIFICATION IS TO MAKE THE FOLLOWING CHANGES:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

DOCUMENT NO. C-13873
AUG 16 2006
FILED
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) <i>James F. Barwick</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL J. FRIDGEN REAL ESTATE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR BY <i>[Signature]</i> (Signature of Person Authorized to Sign)		16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	
15C. DATE SIGNED 8/31/06		16C. DATE SIGNED 14 SEP 06	

EXHIBIT "A"
MODIFICATION SEVEN (7)
LEASE N6871191RP00P16

1. ARTICLE 2, "TERM" OF THE LEASE IS HEREBY AMENDED BY DELETING THEREFROM THE DATE "31 MAY 2006" AND INSERTING IN PLACE THEREOF "THE EARLIER OF, 30 NOVEMBER 2006" OR UNTIL A NEW LEASE AGREEMENT IS EXECUTED BETWEEN THE LESSOR AND LESSEE."
2. ARTICLE 3, "RENT" OF THE LEASE: RENT SHALL BE \$2,886.83 PER MONTH OR UNTIL A NEW FMV RENT IS DETERMINED BY THE LESSOR BY WAY OF AN APPRAISAL. RENT SHALL BE PAID TO U.S. TREASURY, IN ADVANCE AND MAILED TO:
COMMANDING OFFICER
NAVAL FACILITIES ENGINEERING COMMAND SOUTHWEST
ATTN: REAL ESTATE DEPARTMENT
1220 PACIFIC HIGHWAY
SAN DIEGO, CA 92132-5190
3. IN ACCORDANCE WITH PARAGRAPH L, PART II OF THE GENERAL PURPOSE LEASE, GENERAL PROVISIONS, UTILITIES AND SERVICES, THE SUPPLIER OF SUCH UTILITIES AND SERVICES IS SPACE AND NAVAL WARFARE SYSTEMS CENTER, SAN DIEGO (SSC SAN DIEGO). SSC SAN DIEGO HAS DETERMINED THAT THE CHARGES FOR UTILITIES AND SERVICES AND METHOD OF PAYMENT SHALL BE GOVERNED IN ACCORDANCE WITH THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN SSC SAN DIEGO AND THE CITY OF SAN DIEGO (LESSEE) DATED FEBRUARY 24, 2006. THE MOA IS NO LONGER AN ATTACHMENT TO THIS LEASE AND IS NOW A STAND ALONE MOA BETWEEN SSC SAN DIEGO AND THE CITY OF SAN DIEGO, AND WILL BE ADMINISTERED BY SSC SAN DIEGO.
4. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

COPY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N6871191RP00P16		PAGE OF PAGES 1 2			
2. AMENDMENT/MODIFICATION NO. SEVEN (7)		3. EFFECTIVE DATE 01 JUNE 2006		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)		
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E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return <u>3</u> copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)								
THE PURPOSE OF THIS MODIFICATION IS TO MAKE THE FOLLOWING CHANGES: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.								
DOCUMENT NO. <u>C-13873</u> FILED <u>AUG 16 2006</u> OFFICE OF THE CITY CLERK SAN DIEGO, CALIFORNIA								
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect								
15A. NAME AND TITLE OF SIGNER (Type or print) <i>J.F. Barlow</i> DIRECTOR READ				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL J. FRIDGEN REAL ESTATE CONTRACTING OFFICER				
15B. CONTRACTOR/OFFEROR BY <i>J.F. Barlow</i> (Signature of Person Authorized to Sign)		15C. DATE SIGNED 8/30/06		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED		

EXHIBIT "A"
MODIFICATION SEVEN (7)
LEASE N6871191RP00P16

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4. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

MEMORANDUM OF AGREEMENT
BETWEEN
SPACE AND NAVAL WARFARE SYSTEMS CENTER, SAN DIEGO
AND
CITY OF SAN DIEGO

Subj: MEMORANDUM OF AGREEMENT

Ref: (a) Government Lease Permit N6871191RP00P16
(b) 10 U.S.C. § 2667

Encl: (1) Funding Annex
(2) Badging Information for Mt. Soledad Badging

1. Purpose. This Memorandum of Agreement (MOA) between the Space and Naval Warfare Systems Center, San Diego (SSC San Diego) (hereinafter called SUPPLIER) and the City of San Diego, Real Property Division (hereinafter called RECEIVER) provides for the RECEIVER's services and utilities necessary to use the Navy's Mount Soledad Signal Station (Premises) as a transmit and receive site.

2. Authority. This MOA is entered into under the authority of 10 U.S.C. § 2667 (d)(2) which states that "payments for utilities and services furnished lessees pursuant to leases entered into under this section shall be credited to the appropriation account or working capital fund from which the cost of furnishing the utilities and services was paid." Lease Permit, Contract Number N6871191RP00P16, with Southwest Division, Naval Division Facilities Engineering Command (SWDIV) allows the RECEIVER the use of the Premises. It is the intention of the RECEIVER that this Lease be a part of the MOA.

3. Background. SUPPLIER manages the Premises, a 5.75-acre site in the community La Jolla, CA in the City of San Diego. Mount Soledad is important as a radio frequency site because it has the capability of beaming a signal or groups of signals to certain geographically isolated areas within San Diego County. RECEIVER uses Mount Soledad for radio transmitting and receiving operations. SUPPLIER has requested SWDIV Real Estate Department to issue a license/lease permit authorizing the RECEIVER the use of the Premises. This MOA addresses the provision of services and utilities to the RECEIVER on a reimbursable basis.

4. Scope. This MOA provides the RECEIVER with services and utilities necessary for transmitting and receiving operations and outlines the parties' related obligations and responsibilities thereto. RECEIVER will be provided services and utilities for its transmitting operations on a reimbursable basis. Per SWDIV Lease Permit Agreement and Contract Number N6871191RP00P16, the RECEIVER is granted use of the Premises in common with SUPPLIER and other Mount Soledad RECEIVERS.

5. Agreement/Understanding.

a. The RECEIVER authorized hereunder shall be subject to such rules and regulations as may from time to time, be prescribed by SUPPLIER.

b. RECEIVER shall comply with all terms and conditions of SWDIV Lease Permit Agreement and Contract Number N6871191RP00P16.

c. RECEIVER shall be financially responsible for reimbursing SUPPLIER for services, which shall include, but are not limited to, maintenance and repairs, safety, security, environmental services and utilities. RECEIVER shall be financially responsible for reimbursing SUPPLIER for utilities. Utility consumption at Mount Soledad is measured and RECEIVER's utility cost will be on a reasonable allocation of usage. (For those RECEIVERS that have a dedicated meter, billing will be based on actual usage.)

d. RECEIVER will pay for services and utilities for the entire year in advance on the onset of the fiscal year 01 October of each Lease year. SUPPLIER will not provide monthly billing to the RECEIVER. Upon annual payment for services and utilities, RECEIVER shall provide SUPPLIER a document/invoice along with payment showing dates of service.

e. If the RECEIVER requests additional services during the year of performance, SUPPLIER will modify the MOA and increase the rate accordingly and such increase will be due for the remainder of the year before additional service will be provided. If RECEIVER terminates the MOA or provides notice to SUPPLIER of a desire to decrease service during the year, the SUPPLIER will return any portion of the payment unused. Upon execution of the Lease and this MOA, the RECEIVER will provide a check to SUPPLIER for services and utilities to be made payable to U.S. Treasury Department and sent to:

Space and Naval Warfare Systems Center, San Diego
Attn: Edna Addenbrooke, Code 26301
4301 Pacific Highway, OT-2
San Diego, CA. 92110-3127

f. All charges or costs under this MOA are subject to annual review and thus subject to change as of 01 October of each subsequent year, as a result of such annual review. Failure to pay for services within 30 days after receipt of notice of annual payment due may result in termination of this MOA.

g. Mount Soledad Operational Regulations. Per reference (a), the SUPPLIER shall provide an enclosed facility to house the RECEIVER's transmitting and receiving equipment on Mount Soledad. Antennas can be located on various towers on the Premises.

(1) SUPPLIER agrees to provide an environmentally controlled facility, which shall include all primary and emergency backup electrical power to the facility.

(2) SUPPLIER agrees to allow the RECEIVER to maintain and operate the agreed amount of equipment racks and transmitters at the agreed frequencies as per enclosure (1).

(3) RECEIVER shall not make any changes to the facility without prior written permission of the SUPPLIER.

(4) RECEIVER shall not increase equipment racks or transmitters and shall not modify any frequencies initially agreed to by the SUPPLIER.

(5) The RECEIVER must request approval in writing from the SUPPLIER to add new equipment or modify frequencies used. Changes that add equipment or modify frequencies may require a new Electro-Magnetic Interference (EMI) Study. The cost of this study shall be the responsibility of the RECEIVER.

(6) Changes shall be considered based on available rack space, antenna tower loading, and results from EMI studies.

h. Security Requirements. Upon the completion of an Access Control System on Mount Soledad, the RECEIVER must provide a written request to the SUPPLIER for badge issuance to access Mount Soledad as outlined in enclosure (2).

6. Assignment/Transfer. RECEIVER will not substitute/assign/transfer any rights under this MOA without prior written consent of SUPPLIER, and if assigned, RECEIVER shall remain liable under this MOA.

7. Warranty. SUPPLIER does not warrant, either express or implied, any of the services provided pursuant to this MOA. SUPPLIER does not warrant the continued maintenance of or adequacy of any utilities or services furnished by it to RECEIVER pursuant to this MOA.

8. Indemnification, Assumption of Risk, Release of Liability. RECEIVER agrees to hold harmless and indemnify the U.S. Government from any claim for damages or injury to any person or property arising out of this MOA, except in any case of willful misconduct or gross negligence. RECEIVER agrees to assume all risks, direct or consequential, including risks for damages to equipment and property located on Mount Soledad. RECEIVER shall not hold SUPPLIER liable for any damages or injury to any person or property arising out of this MOA or from RECEIVER's use of Mount Soledad for radio transmitting and receiving services. RECEIVER releases, discharges and promises not to sue SUPPLIER for any loss, liability, damage, or costs whatsoever arising out of or related to any loss, damage, or injury or damage to person or property.

9. Point of Contact. SUPPLIER's point of contact relating to this MOA will be Mr. Chris Von Mueller at (619) 556-9755, and RECEIVER's point of contact is Supervisor Mr. Stitch Tucker. (619) 525-8654, Fax: (619) 525-8693, Email: stucker@sandiego.gov.

10. Disputes. If disputes arise in the interpretation or implementation of this MOA, they will be resolved at the first opportunity and at the lowest possible level. If disputes cannot be resolved to the satisfaction of all parties within five days, or such later date as all parties agree to, they can

be submitted by any one party up their chain of command for coordination at the appropriate higher level.

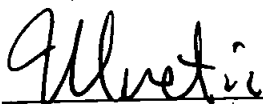
11. Changes and Modifications. The participating parties will jointly review this MOA on an annual basis to assess service levels and reimbursable funding requirements. The SUPPLIER may unilaterally modify this MOA, however, RECEIVER must seek approval from the SUPPLIER to modify this MOA. All modifications must be in writing.

12. Termination. This AGREEMENT may be unilaterally terminated, at any time, without prior notice, and regardless of any lack of breach by RECEIVER/SUPPLIER of any terms and conditions of this MOA or terms and conditions of Lease Permit N6871191RP00P16. Upon termination by SUPPLIER, the SUPPLIER is entitled to recover and RECEIVER shall pay:

a. The costs incurred to date of the termination in performing any obligations on the part of the SUPPLIER.

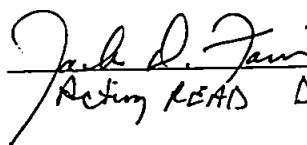
b. An amount equal to all charges for services and utilities not paid or satisfied.

Concurrence:



F. D. UNETIC, CAPT, USN
Commanding Officer
SSC San Diego

Date: 2, 24, 06



Acting READ Director

Date: 12/15/05

**FUNDING ANNEX
FOR CITY OF SAN DIEGO
AT
MOUNT SOLEDAD SIGNAL STATION**

The following tenants have their own buildings and are billed as follows:

City of San Diego	10,261.73	\$ 855.14	\$
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CITY OF SAN DIEGOS COST IS AS FOLLOWS:

- \$855.14 per month (see note)

Total Annual Reimbursable Cost \$10,261.68

NOTE: The \$855.14 per unit is based on the number of parties located at Mount Soledad and the yearly operational cost of maintaining Mount Soledad. The operational costs include the following items:

- a. Utilities – Electric
- b. Recurring Maintenance for Facilities
- c. Recurring Maintenance for Grounds
- d. Security Upgrade for FY-06
- e. Unplanned Emergency Service Work
- f. SSC San Diego Labor

Enclosure (1)

Badging Information for Mt. Soledad

ALL VISITORS

Complete the Mt. Soledad Gate Pass form. Once the form has been signed and approved by the SSC-SD Mt. Soledad sponsor, submit to the address provided below. The pass will serve as a badge and car pass.

The person must have a government issued photo ID to pick up pass.

Badges will be only issued for one year.

Badge Requests

All visitors are required to submit badge requests. Requests may be submitted via fax or handcarried to:

Pt. Loma

SPAWARSYSCEN SAN DIEGO
CODE 20352 (PL-TS)
49275 ELECTRON DR
SAN DIEGO, CA 92152-5435

Fax: (619) 553-6169

Call (619) 553-3203 or DSN 553-3203 with questions, or to verify receipt.

Business hours:

Monday-Thursday 6:45 a.m. to 4:15 p.m. Pacific Time

Fridays 6:45 a.m. to 3:15 p.m. Pacific Time

Enclosure (2)

MT. SOLEDAD GATE PASS

☐ New

☐ Renewal

NAME (Last)

NAME (First)

Social Security Number

E-Mail Address

Phone number

RESPONSIBILITY STATEMENT

I hereby request a gate pass and agree to the following:

- (1) I understand that this pass is good for only the Mt Soledad area.
- (2) I will not lend the gate pass to an unauthorized person, use it for purposes, which could be detrimental to the Navy or this command, or alter the pass.
- (3) I will return the gate pass to security under the following conditions:
 - (a) Upon demand
 - (b) The pass is expired
 - (c) When access is no longer required
 - (d) Upon termination
- (4) I understand that I must have a current U.S. government issued picture identification and this gate pass with me at all times while aboard Mt. Soledad.

SPONSOR'S SIGNATURE

DATE

VISITOR'S SIGNATURE

DATE

CITY OF SAN DIEGO
REQUEST FOR
MAYORAL ACTION

TO: MAYOR	FROM: Real Estate Assets Department	DATE: 6/8/06
------------------	--	---------------------

SUBJECT: **Lease Amendment Approval – City Public Safety Communications Facility at Mount Soledad**

ACTION REQUESTED: **Approve the amendment/modification between the City (IT&C) and U. S. Navy for funding and six month lease extension/modification for a public safety communication facility on Navy property.**

SUPPORTING INFORMATION: **Environmental Impact: This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301(c).**

DOCUMENT NO. C-13873

**FILED AUG 16 2006
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA**

Community Area: **La Jolla**

Council District: **1**

Attachments: **1. Modification with U. S. Navy; 2. Resolution No. 294460; 3. Initial Agreement with the U. S. Navy and City.**

The City operates a public safety emergency radio communications facility on Mt. Soledad, a U. S. Navy-owned site. This facility serves as an integral part of the City's overall safety communications network. The current agreement is on holdover and the modification authorizes City to have continued non-exclusive use of the Mt. Soledad Signal Station for an additional six months with an understanding that a new agreement will follow. This is an interim modification while the Navy is obtaining market rates for this site. The monthly charges are \$3,741.97 or \$22,451.82 for the six month period.

Fiscal Impact: **Up to \$22, 451.82 to be paid from Information Technology & Communications Fund (50064).**

PLEASE ROUTE TO THE APPROPRIATE AUTHORITY

			ROUTING AND APPROVAL		
			APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE
ACCOUNTING INFORMATION	BUDGETED	UNBUDGETED	ORIGINATING DEPARTMENT		
FUND	50064			<i>[Signature]</i>	6/14/06
DEPARTMENT	539		CLEARING AUTHORITY		
ORGANIZATION	2150		EHS	<i>[Signature]</i>	7/5/06
OBJECT ACCOUNT	4222		CLEARING AUTHORITY		
JOB ORDER NUMBER	005153				
C.I.P. NO.	N/A		FINANCIAL MANAGEMENT	<i>[Signature]</i>	7/12/06
FACILITY	N/A				
AMOUNT	\$22,451.82		AUDITOR	<i>[Signature]</i>	7/24/06
ESTIMATED COST: \$22,451.82			DEPUTY CHIEF	<i>[Signature]</i>	8/1/06
AUDITOR'S CERTIFICATE NUMBER: (FOR AUDITOR'S USE ONLY) AC2700045			ORIGINATING DEPARTMENT	<i>[Signature]</i>	6/23/06
FOR INFORMATION CONTACT:					
NAME: GARY Jones Chris Hargett Charmaine Gillis			CITY ATTORNEY	<i>[Signature]</i>	8/10/06
MAIL STATION:	TELEPHONE NUMBER:		ED KETCHAM	<i>[Signature]</i>	8/16/06
51A	236-6766/236-6986		CITY CLERK		

- 6264

DUPLICATE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N6871191RP00P16	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. SIX (6)	3. EFFECTIVE DATE DECEMBER 1, 2005	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
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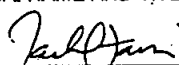
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER (Specify type of modification and authority) BY MUTUAL AGREEMENT OF BOTH PARTIES

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

THE PURPOSE OF THIS MODIFICATION IS TO MAKE THE FOLLOWING CHANGES:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)  12/19/05		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL J. FRIDGEN REAL ESTATE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR BY _____ (Signature of Person Authorized to Sign)	15C. DATE SIGNED 12/19/05	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

DOCUMENT NO. C-13561 STANDARD FORM 30-RE (REV. 10-83)
FILED DEC 22 2005
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

EXHIBIT "A"
MODIFICATION SIX (6)
LEASE N6871191RP00P16

1. ARTICLE 2, "TERM" OF THE LEASE IS HEREBY AMENDED BY DELETING THEREFROM THE DATE "30 NOVEMBER 2005" AND INSERTING IN PLACE THEREOF THE DATE "31 MAY 2006".
2. ARTICLE 3, "RENT" OF THE LEASE: RENT SHALL BE \$2,886.83 PER MONTH UNTIL A NEW FMV RENT IS DETERMINED BY THE LESSOR BY WAY OF AN APPRAISAL. RENT SHALL BE PAID TO U.S. TREASURY, IN ADVANCE AND MAILED TO:
COMMANDING OFFICER
NAVAL FACILITIES ENGINEERING COMMAND SOUTHWEST
ATTN: REAL ESTATE DEPARTMENT
1220 PACIFIC HIGHWAY
SAN DIEGO, CA 92132-5190
3. PARAGRAPH L, PART II OF THE GENERAL PURPOSE LEASE, GENERAL PROVISIONS, UTILITIES AND SERVICES, LESSEE AGREES TO PAY "THE NEW MONTHLY CHARGES OF \$855.14, EFFECTIVE BEGINNING DECEMBER 01, 2005, AS REFLECTED IN THE FUNDING ANNEX, ENCLOSURE (1) OF THE MEMORANDUM OF AGREEMENT, ATTACHED HERETO AND MADE A PART HEREOF, PAYABLE IN ADVANCE TO U.S. TREASURY DEPARTMENT AND SEND TO:
SPACE AND NAVAL WARFARE SYSTEMS CENTER, SAN DIEGO
ATTN: EDNA ADDENBROOKE, CODE 26301
4301 PACIFIC HIGHWAY, OT-2
SAN DIEGO, CA 92110-3127
4. THE GOVERNMENT RESERVES BROAD AND SOLE DISCRETIONARY RIGHTS TO TERMINATE THIS LEASE IN THE EVENT OF A NATIONAL EMERGENCY, BASE CLOSURE, PROPERTY DECLARED EXCESS, IN THE INTEREST OF NATIONAL DEFENSE, OR FOR ANY OTHER REASON DEEEMED NECESSARY IN THE SOLE DISCRETION OF THE GOVERNMENT. LEASEE AGREES AND ACKNOWLEDGES THAT THE GOVERNMENT RETAINS VERY BROAD AND SOLE DISCRETIONARY RIGHTS TO TERMINATE THIS LEASE AND TO REQUIRE LEASEE TO REMOVE ALL EQUIPMENT AND IMPROVEMENTS AT LEASEE'S SOLE COST AND EXPENSE.
5. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

CITY OF SAN DIEGO
REQUEST FOR
CITY MANAGER ACTION

MMS# 2825

TO: CITY MANAGER	FROM: Real Estate Assets Department	DATE: November 3, 2005
----------------------------	--	---------------------------

SUBJECT:
Lease Amendment Approval – City Public Safety Communications Facility at Mount Soledad

ACTION REQUESTED:
Approve the amendment/modification between the City (IT&C) and US Navy for funding and six month Lease extension modification for a communication facility on Navy property.

SUPPORTING INFORMATION:
ENVIRONMENTAL IMPACT: This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

COMMUNITY AREA: La Jolla

COUNCIL DISTRICT: 01

ATTACHMENTS: 1. Modification with US Navy. 2. Resolution No. 294460. 3. Initial Agreement with the US Navy and City.

The City operates a public safety emergency radio communications facility on Mt. Soledad, a US Navy – owned site. This facility serves as a integral part of the City's overall safety communications network. This modification authorizes City to have continued non-exclusive use of the Mt. Soledad Signal Station for an additional six months, With an understanding that a new agreement will follow. This is an interim modification, while the Navy is obtaining market rates for this site. The monthly charges are \$3,741.97 or \$22,451.82 for the six month period.

FISCAL IMPACT: Up to \$22,451.82, to be paid from Information Technology & Communications Fund. (50064).

DOCUMENT NO. C-13561

FILED DEC 22 2005

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

PLEASE ROUTE TO THE APPROPRIATE AUTHORITY – REF: A.R. 25.60 OR 25.70

ACCOUNTING INFORMATION	BUDGETED	UNBUDGETED	ROUTING AND APPROVAL		
FUND	50064		APPROVING AGENCY	APPROVAL SIGNATURE	DATE
DEPARTMENT	539		DEPARTMENT DIRECTOR	<i>Paul J...</i>	11/22/05
ORGANIZATION	2150		CLEARING AUTHORITY	<i>EAAS Allison Sherwood</i>	11-23-05
OBJECT ACCOUNT	4222		FINANCIAL MANAGEMENT (CIP)	<i>[Signature]</i>	11/30/05
JOB ORDER NUMBER	005153		DEPUTY CITY MANAGER	<i>[Signature]</i>	11/30/05
C.I.P. NO.	N/A		AUDITOR	<i>[Signature]</i>	11/30/05
FACILITY	N/A		ORIGINATING DEPARTMENT	<i>Chas. Green</i>	12/12/05
AMOUNT	\$22,451.82		CITY MANAGER	<i>[Signature]</i>	12/22/05
ESTIMATED COST: \$22,451.82			CITY ATTORNEY	<i>W. Davis</i>	12/12/2005
AUDITOR'S CERTIFICATE NUMBER:			ED KETCHAM CITY CLERK	<i>Ed Ketcham</i>	12/22/05
FOR INFORMATION CONTACT: <i>[Signature]</i> Chris Hargett/Charmaine Gillis					
MAIL STATION: MS 51A	TELEPHONE NUMBER: (619)236-6766/(619)236-6986				

**The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

CERTIFICATE OF UNALLOTTED BALANCE

AC 2600445

ORIGINATING

DEPT. NO.: 070

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____ By: _____

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE ☐

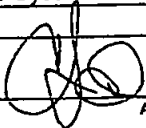
CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$22,451.82

Vendor: Space and Naval Warfare Systems Center, San Diego (US Treasury)

Purpose: To authorize the expenditure of funds for the use of City Public Safety Communications Facility at Mount Soledad per Memorandum of Agreement with the Space and Naval Warfare Systems Center, San Diego.

Date: December 1, 2005 By: 

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	50064	539	2150	4222	005153				\$22,451.82

FUND OVERRIDE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

N687119RP00P16

PAGE OF PAGES

1 | 2

2. AMENDMENT/MODIFICATION NO. Five (5)	3. EFFECTIVE DATE December 1, 2001	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE SOUTHWEST DIVISION NAVAL FACILITIES ENGINEERING COMMAND CONTRACTS DEPARTMENT 1220 PACIFIC HIGHWAY SAN DIEGO, CA 92132-5187		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF SAN DIEGO PROPERTY DEPARTMENT, MAIL STATION 51-A 1200 THIRD AVENUE, SUITE 1700 SAN DIEGO, CA 9210		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE CNB S.D. FACILITY CODE N00242		10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference of to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
XX	D. OTHER (Specify type of modification and authority) BY MUTUAL AGREEMENT OF BOTH PARTIES

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS MODIFICATION IS AS FOLLOWS:
SEE EXHIBIT "A", ATTACHED HERETO AND MADE PART HEREOF BY REFERENCE

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Susan J. Levine, Deputy Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHRISTOPHER E. HASKETT Real Estate Contracting Officer	
15B. CONTRACTOR/OFFEROR BY Susan J. Levine (Signature of Person Authorized to Sign)	15C. DATE SIGNED 11/29/01	16B. UNITED STATES OF AMERICA BY Christopher E. Haskett (Signature of Contracting Officer)	16C. DATE SIGNED 12/5/01

EXHIBIT "A"
MODIFICATION FIVE (5)
Lease N6871191RP00P16

1. ARTICLE 2, "TERM" AND SUBSEQUENT MODIFICATIONS OF THE LEASE ARE HEREBY DELETED IN THEIR ENTIRETY AND REPLACED WITH THE FOLLOWING; "THE TERM OF THE LEASE SHALL BE FOUR (4) YEARS COMMENCING DECEMBER 1, 2001 AND ENDING NOVEMBER 30, 2005.

2. ARTICLE 3, "RENT" AND SUBSEQUENT MODIFICATIONS OF THE LEASE ARE HEREBY DELETED IN THEIR ENTIRETY AND REPLACED WITH THE FOLLOWING; "THE LESSEE SHALL PAY AN ANNUAL RENT OF:

For \$29,925.00 FOR THE TERM 1 DECEMBER 2001 TO 30 NOVEMBER 2002;
For \$31,421.25 FOR THE TERM 1 DECEMBER 2002 TO 30 NOVEMBER 2003;
For \$32,992.31 FOR THE TERM 1 DECEMBER 2003 TO 30 NOVEMBER 2004;
For \$34,641.93 FOR THE TERM 1 DECEMBER 2004 TO 30 NOVEMBER 2005.

3. ARTICLE 4, "PAYMENTS" AND SUBSEQUENT MODIFICATIONS OF THE LEASE ARE HEREBY DELETED IN THEIR ENTIRETY AND REPLACED WITH THE FOLLOWING; "THE CITY OF SAN DIEGO SHALL DEDUCT A COMMON AREA MAINTENANCE FEE IN THE AMOUNT OF:

\$2625.00 FROM THE FIRST ANNUAL PAYMENT;
\$2756.25 FROM THE SECOND ANNUAL PAYMENT;
\$2894.06 FROM THE THIRD ANNUAL PAYMENT; AND
\$3038.77 FROM THE FOURTH ANNUAL PAYMENT; PAYABLE IN ADVANCE TO
TREASURER OF THE UNITED STATES AND MAILED TO:

COMMANDING OFFICER
NAVAL STATION
PUBLIC WORKS OFFICE, BLDG. 119
ATTN: COMPTROLLER, CODE 152B
SAN DIEGO, CA 92136-5113

THE BALANCE OF THE ANNUAL RENTAL PAYMENTS SHALL BE PAID QUARTERLY IN ADVANCE AND PAYABLE TO: **TREASURER OF THE UNITED STATES AND MAILED TO:**

COMMANDING OFFICER
SW DIVISION, ATTN: REAL ESTATE
NAVAL FACILITIES ENGINEERING COMMAND
1220 PACIFIC HIGHWAY
SAN DIEGO, CA 92132-5190

4. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

CONTRACT ID CODE
N6871191RP00P16

PAGE OF PAGES
1 | 1

2. AMENDMENT/MODIFICATION NO. FOUR (4)		3. EFFECTIVE DATE 2 DECEMBER 2000		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY SOUTHWEST DIVISION NAVAL FACILITIES ENGINEERING COMMAND REAL ESTATE DEPARTMENT, CODE 5GPA 1220 PACIFIC HIGHWAY, ROOM 201 SAN DIEGO, CA 92132-5190		CODE 5GPA.LD		7. ADMINISTERED BY (if other than Item 6) <i>This copy must be returned to City Clerk San Diego</i>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF SAN DIEGO PROPERTY DEPARTMENT, MAIL STATION 51-A 1200 THIRD AVENUE, SUITE 1700 SAN DIEGO, CA 92101 EXPIRES 30 NOVEMBER 2001				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. N6671191RP00P16			
CODE CNB, S.D.		FACILITY CODE N00242		10B. DATED (SEE ITEM 13)			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference of to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
XX	D. OTHER (Specify type of modification and authority) BY MUTUAL AGREEMENT OF BOTH PARTIES

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ³ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS MODIFICATION IS AS FOLLOWS:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

DOCUMENT NO. RR-294460
JAN 22 2001
 FILED _____
 OFFICE OF THE CITY CLERK
 SAN DIEGO, CALIFORNIA

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) CONTRACTING OFFICER CHRISTOPHER E. HASKETT Real Estate Contracting Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SIGNER JANE E. VICKERS, DEPUTY DIRECTOR	
15B. CONTRACTOR/OFFEROR BY <u><i>Christopher E. Haskett</i></u> (Signature of Person Authorized to Sign)		16B. UNITED STATES OF AMERICA CONTRACTOR BY <u><i>Jane E. Vickers</i></u> (Signature of Contracting Officer)	
15C. DATE SIGNED Feb 15, 2001		16C. DATE SIGNED Jan. 31, 2001	

R-294460

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet."

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

EXHIBIT A
MODIFICATION FOUR
LEASE N6871191RP00P16

1) ARTICLE 2, "TERM", OF THE LEASE IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING: "THE TERM OF THE LEASE SHALL BE ONE (1) YEAR, COMMENCING DECEMBER 1, 2000 AND ENDING NOVEMBER 30, 2001. BY MUTUAL CONSENT, THIS LEASE MAY BE EXTENDED FOR FOUR (4) ADDITIONAL PERIODS OF ONE (1) YEAR EACH."

2) ARTICLE 3, "RENT", IS MODIFIED AS FOLLOWS: "THE LESSEE SHALL PAY AN ANNUAL RENT OF \$28,500.00, FOR THE FIRST YEAR. THERE SHALL BE AN ANNUAL RENT INCREASE OF 5% FOR EACH ADDITIONAL ONE (1) YEAR RENEWAL, AS FOLLOWS:

1ST RENEWAL YEAR: \$29,925.00
2ND RENEWAL YEAR: \$31,421.25
3RD RENEWAL YEAR: \$32,992.31
4TH RENEWAL YEAR: \$34,641.93."

3) ARTICLE 4, "PAYMENTS", IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING: " RENTAL PAYMENTS SHALL BE QUARTERLY, PAID IN ADVANCE AND PAYABLE TO: **TREASURER OF THE UNITED STATES** AND MAILED TO :

COMMANDING OFFICER
SW DIVISION, ATTN: REAL ESTATE
NAVAL FACILITIES ENGINEERING COMMAND
1220 PACIFIC HIGHWAY
SAN DIEGO, CA. 92132-5190

EACH YEAR THE CITY OF SAN DIEGO SHALL DEDUCT FROM THE ANNUAL PAYMENT, A COMMON AREA MAINTENANCE FEE IN THE AMOUNT OF \$2500.00, PAID IN ADVANCE, IN FULL, PAYABLE TO: **TREASURER OF THE UNITED STATES** AND MAILED TO :

COMMANDING OFFICER
NAVAL STATION
PUBLIC WORKS OFFICE, BLDG. 119
ATTN: COMPTROLLER, CODE 151 B
SAN DIEGO, CA 92136-5113

4) ALL OTHER TERMS AND CONDITIONS TO REMAIN IN FULL FORCE AND EFFECT.

RECEIVED
CITY OF SALEM OCT 30

00 OCT 30 PM 3:19

REAL ESTATE ASSETS DEPT.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE
N6871191RP00P16PAGE OF PAGES
1 | 1

2. AMENDMENT/MODIFICATION NO. FOUR (4)	3. EFFECTIVE DATE 2 DECEMBER 2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SOUTHWEST DIVISION NAVAL FACILITIES ENGINEERING COMMAND REAL ESTATE DEPARTMENT, CODE 5GPA 1220 PACIFIC HIGHWAY, ROOM 201 SAN DIEGO, CA 92132-5190		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF SAN DIEGO PROPERTY DEPARTMENT, MAIL STATION 51-A 1200 THIRD AVENUE, SUITE 1700 SAN DIEGO, CA 92101 EXPIRES 30 NOVEMBER 2001		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. N6871191RP00P16	
		10B. DATED (SEE ITEM 13)	
CODE CN3, S.D.	FACILITY CODE N00242		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference of to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
XX	D. OTHER (Specify type of modification and authority) BY MUTUAL AGREEMENT OF BOTH PARTIES

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ³ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS MODIFICATION IS AS FOLLOWS:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

DOCUMENT NO. R-294460FILED JAN 22 2001OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JANE E. VICKERS, DEPUTY DIRECTOR	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Jane E. Vickers</u> (Signature of Contracting Officer)	16C. DATE SIGNED Jan 31, 2001
BY _____ (Signature of Person Authorized to Sign)			

R-294460

EXHIBIT A
MODIFICATION FOUR
LEASE N6871191RP00P16

1) ARTICLE 2, "TERM", OF THE LEASE IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING: "THE TERM OF THE LEASE SHALL BE ONE (1) YEAR, COMMENCING DECEMBER 1, 2000 AND ENDING NOVEMBER 30, 2001. BY MUTUAL CONSENT, THIS LEASE MAY BE EXTENDED FOR FOUR (4) ADDITIONAL PERIODS OF ONE (1) YEAR EACH."

2) ARTICLE 3, "RENT", IS MODIFIED AS FOLLOWS: "THE LESSEE SHALL PAY AN ANNUAL RENT OF \$28,500.00, FOR THE FIRST YEAR. THERE SHALL BE AN ANNUAL RENT INCREASE OF 5% FOR EACH ADDITIONAL ONE (1) YEAR RENEWAL, AS FOLLOWS:

1ST RENEWAL YEAR: \$29,925.00
2ND RENEWAL YEAR: \$31,421.25
3RD RENEWAL YEAR: \$32,992.31
4TH RENEWAL YEAR: \$34,641.93."

3) ARTICLE 4, "PAYMENTS", IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING: " RENTAL PAYMENTS SHALL BE QUARTERLY, PAID IN ADVANCE AND PAYABLE TO: **TREASURER OF THE UNITED STATES** AND MAILED TO :

COMMANDING OFFICER
SW DIVISION, ATTN: REAL ESTATE
NAVAL FACILITIES ENGINEERING COMMAND
1220 PACIFIC HIGHWAY
SAN DIEGO, CA. 92132-5190

EACH YEAR THE CITY OF SAN DIEGO SHALL DEDUCT FROM THE ANNUAL PAYMENT, A COMMON AREA MAINTENANCE FEE IN THE AMOUNT OF \$2500.00, PAID IN ADVANCE, IN FULL, PAYABLE TO: **TREASURER OF THE UNITED STATES** AND MAILED TO :

COMMANDING OFFICER
NAVAL STATION
PUBLIC WORKS OFFICE, BLDG. 119
ATTN: COMPTROLLER, CODE 151 B
SAN DIEGO, CA 92136-5113

4) ALL OTHER TERMS AND CONDITIONS TO REMAIN IN FULL FORCE AND EFFECT.

EXA91P16

ADOPTION AGENDA, CONSENT ITEMS (Continued)

RESOLUTIONS (Continued):

- * ITEM-105: Lease Amendment Approval - City Public Safety Communications Facility at Mount Soledad.

(La Jolla Community Area. District-1.)

CITY MANAGER'S RECOMMENDATION:

Adopt the following resolution:

(R-2001-1006)

Authorizing the City Manager or his designated representative to execute a Fourth Amendment of Solicitation/Modification of Contract with the Navy for the operation of an emergency radio public safety communications facility;

Authorizing the expenditure of an amount not to exceed \$16,625 from the Information Technology and Communications Department's FY 2001 Budget, Fund No. 100, for rent due in accordance with the terms of the Lease as amended.

CITY MANAGER SUPPORTING INFORMATION:

The City operates a public safety emergency radio communications facility on Mount Soledad, a US Navy-owned site. It consists of a 360 sq. ft. equipment shelter, 50-foot monopole, and 10-foot by 10-foot concrete pad and generator all located on an approximately 950 sq. ft. leasehold area. This facility serves as an integral part of the City's overall safety communications network. The renewal is accomplished via an Amendment of Solicitation Modification of Contract which modifies the original lease entered into with the Navy in December 1990.

ADOPTION AGENDA, CONSENT ITEMS (Continued)

RESOLUTIONS (Continued):

*** ITEM-105 (Continued):**

CITY MANAGER SUPPORTING INFORMATION (Continued):

Basic terms of the agreement are as follows:

USE - To operate, maintain, repair, and alter an emergency radio public safety communications facility consisting of antennas, power and radio communications equipment, and cabling.

TERM - One year with four (4) additional one (1) year terms (options) commencing December 1, 2000. Each amendment / modification covers a five (5) year period.

RENT - Sixteen Thousand, Six Hundred and Twenty Five Dollars (\$16,625) for the remainder of FY 2001. The annual rental rate is \$28,500 for the first year with 5% increases each year thereafter. This rental rate is at current market value as determined by a recent appraisal of similar telecommunications sites by an independent fee appraiser.

FISCAL IMPACT:

\$16,625 will be paid from the Information Technology and Communications Department's Fund 100 for FY 2001.

Loveland/Griffith/JPA

Aud. Cert. 2100732.

REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

CONSULT
I-105

1. CERTIFICATE NUMBER: READ#99

2100732

TO: CITY ATTORNEY

2. FROM: (Originating Department)
REAL ESTATE ASSETS DEPARTMENT

3. DATE
November 30, 2000

4. SUBJECT:
Lease Amendment Approval - City Public Safety Communications Facility at Mount Soledad

5. FOR INFORMATION CONTACT: (NAME & MAIL STA.)

GOODMAN/Anthony

51A

6. TELEPHONE NO.

66720/36509

7. CHECK HERE IF BOX 1472A, "DOCKET SUPPORTING INFORMATION," HAS BEEN COMPLETED ON PAGE 2:



8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	100			
DEPT	535			
ORGANIZATION	2150			
OBJECT	4222			
JOB ORDER	5153			
C.I.P. NO.				
AMOUNT	\$16,625			

9. ADDITIONAL INFORMATION / ESTIMATED COST:)

Cost: \$16,625

Fiscal Impact: \$16,625 will be paid from the Information Technology and Communication Department's Fund 100 for FY 2001

Job: 221141

cc: Dept. Docket Clerk

Thomas Guide Page: 1227 H-7

10. ROUTING AND APPROVALS

ROUTE	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (H)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
✓ X	Department Director	<i>W. G. F.</i>	12-6-00	X	CITY MANAGER LOVELAND	<i>[Signature]</i>	12-9-00
X	P&DR/EAS	<i>John M. Torrey</i>	12/11/00	X	AUDITOR	<i>Albert C. [Signature]</i>	12/21/00
X	IT&C	<i>[Signature]</i>	12/12/00	X	CITY ATTORNEY	<i>[Signature]</i>	1/9/00
X	FINANCIAL MGMT.	<i>[Signature]</i>	12-15-2000	X	ORIGINATING DEPARTMENT	<i>[Signature]</i>	1/9/00
X	EOCP/Memo 5-3-96				MGR. DOCKET COORD. _____ COUNCIL REP. _____		
				✓	RULES COMMITTEE	☐ CONSENT ☐ Refer to _____	☐ ADOPTION ☐ Date _____

11. PREPARATION OF:



RESOLUTION(S)



ORDINANCES(S)



AGREEMENT(S)



DEED(S)

1. Authorizing the City Manager to execute a contract amendment/modification between the City and US Navy.
2. Authorize an expenditure of \$16,625 from Fund 100 for rent from the FY 2001 budget.

11a. MANAGER'S RECOMMENDATION:

Adopt the resolution.

12. SPECIAL CONDITIONS (REFER TO A.R. 9.20 FOR INFORMATION ON COMPLETING THIS SECTION).

COUNCIL DISTRICT: 1

COMMUNITY AREA: La Jolla

ACTION REQUESTED BY: Real Estate Assets Director

DOCUMENT SUBMITTED: Amendment of Solicitation/Modification of Contract in triplicate for execution.

DESCRIPTIVE LOCATION: South side of Via Casa Alta, west of La Jolla Scenic Drive, on Mount Soledad

ENVIRONMENTAL ASSESSMENT: This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

HANDLING: DO NOT RECORD. Return documents to Real Estate Assets Department, Attention: Jim Anthony, M.S. 51A, for further handling.

DOCKET SUPPORTING INFORMATION

CITY OF SAN DIEGO

DATE

November 30, 2000

SUBJECT

Lease Amendment Approval -City Public Safety Communications Facility at Mount Soledad

BACKGROUND:

The City operates a public safety emergency radio communications facility on Mount Soledad, a US Navy-owned site. It consists of a 360 sq. ft. equipment shelter, 50-foot monopole, and 10-foot by 10-foot concrete pad and generator all located on an approximately 950 sq. ft. leasehold area. This facility serves as an integral part of the City's overall safety communications network. The renewal is accomplished via an Amendment of Solicitation / Modification of Contract which modifies the original lease entered into with the Navy in December 1990.

Basic terms of the agreement are as follows:

USE - To operate, maintain, repair, and alter an emergency radio public safety communications facility consisting of antennas, power and radio communications equipment, and cabling.

TERM - One year with four (4) additional one (1) year terms (options) commencing December 1, 2000. Each amendment/ modification covers a five (5) year period.

RENT - Sixteen Thousand, Six Hundred and Twenty Five Dollars (\$16,625) for the remainder of FY 2001. The annual rental rate is \$28,500 for the first year with 5% increases each year thereafter. This rental rate is at current market value as determined by a recent appraisal of similar telecommunications sites by an independent fee appraiser.

FISCAL IMPACT: \$16,625 will be paid from the Information Technology and Communications Department's Fund 100 for FY 2001.

BYLINE: (DEPUTY CITY MGR/DEPT. HEAD/Author Initials)

LOVELAND:Griffith:JPA

Job: 221141

SIGNATURES:

ORIGINATING DEPT. HEAD

CITY MANAGER:

(FOR MANAGERIAL DEPARTMENTS ONLY)

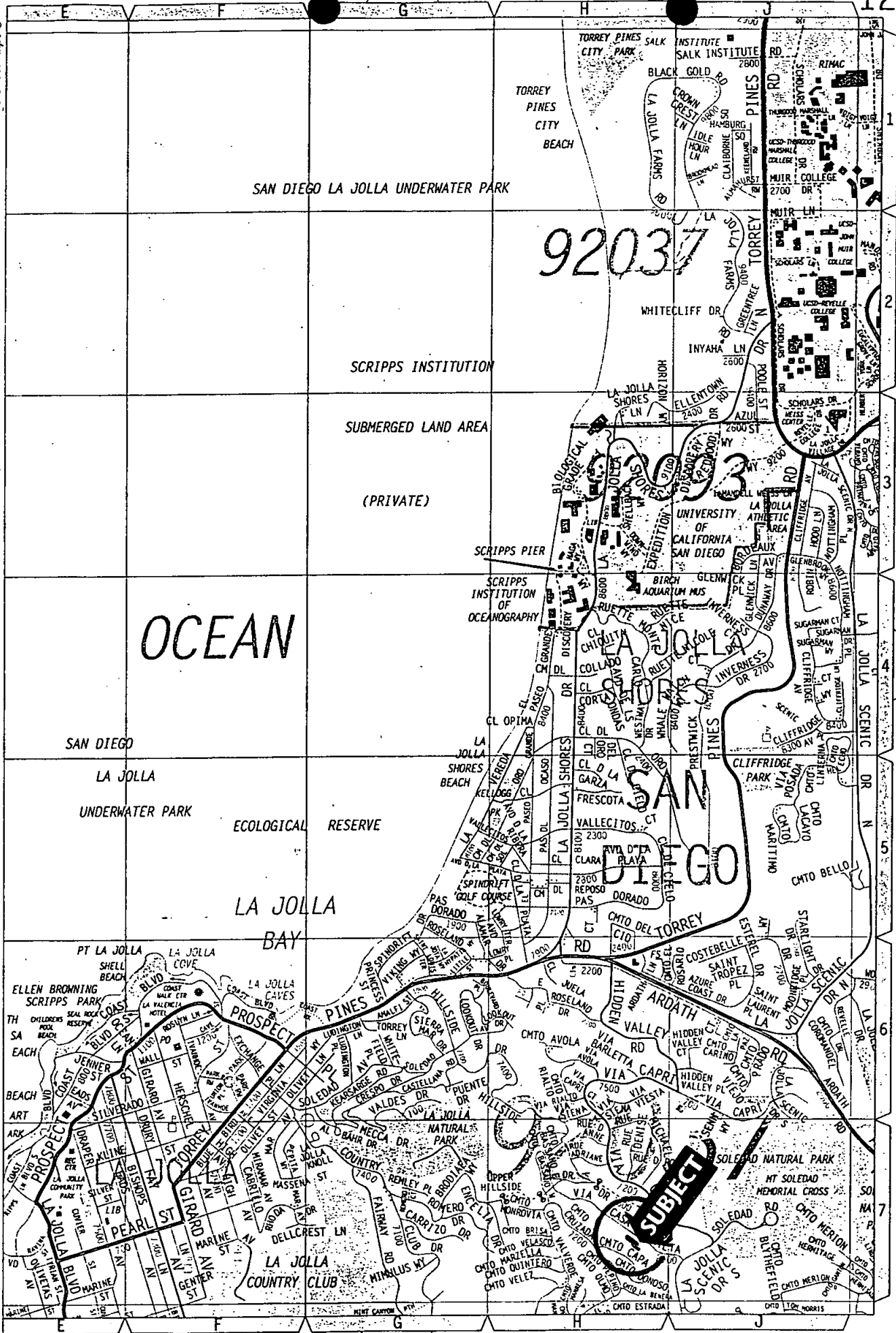
COPYRIGHT 1999 Thomas Bros. Maps®

SAN DIEGO CO.

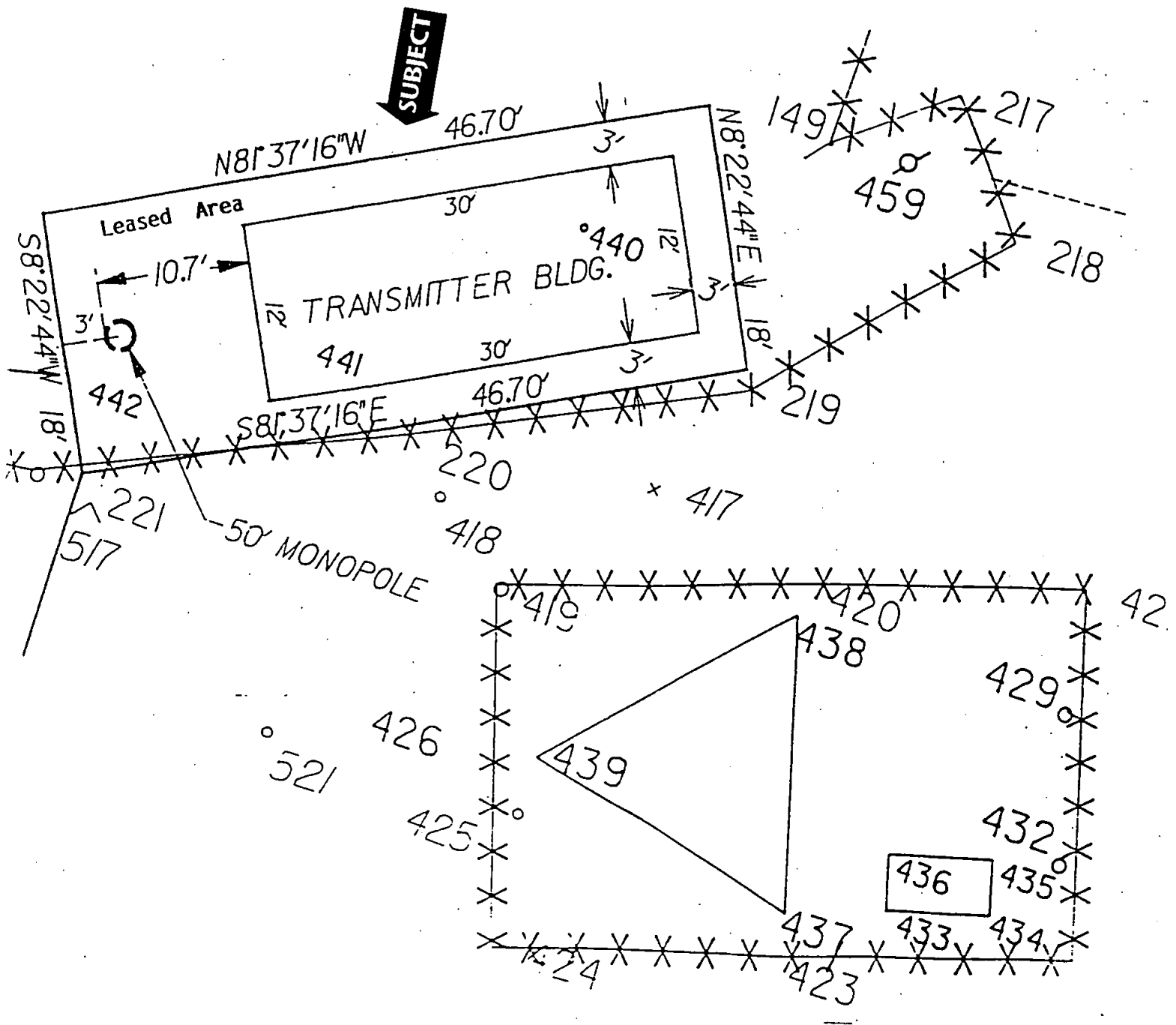
ZIP

SEE 1228 MAP

MAP



CITY OF SAN DIEGO	
ENGINEERING DEPARTMENT	
WORKING DWG./FIELD NOTES	CADD
SOLEDAD COMMUNICATIONS FACILITY TRANS. BLDG. BDRY.: FOR LEGAL DESCRIP	
DATE: 11-30-90	CHEF: WENTWORTH
W.O. 119492	INSTR: FARNSWORTH
INDEX: 244-1692	CHAIN: WELBAUM/LA PAGE
SHEET 1 OF 1	SKETCH: CARTER/MILLER



The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2100732
 ORIGINATING DEPT. NO.: 535

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount \$ _____ Fund _____

Purpose _____

Date _____ By: _____

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed \$ 16,625

Vendor U.S. Naval Facilities Engineering Command

Purp Authorize expenditure to rent public safety emergency radio communications facility on

Mount Soledad, U.S. Navy-owned site.

Date 12/21/00 By: *Albert Cuvas*

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	100	535	2150	4222	005153				\$16,625.00
TOTAL AMOUNT										\$16,625.00

FUND OVERRIDE ☐

RESOLUTION NUMBER R-_____

ADOPTED ON _____

WHEREAS, the City currently leases property located on Mount Soledad from the United States Navy [Lease] upon which the City operates an emergency radio public safety communications facility [Facility]; and

WHEREAS, the Facility, an integral part of the City's overall safety communications network, consists of a 360 square foot equipment shelter, 50-foot monopole, and 10-foot by 10-foot concrete pad and generator on an approximately 950 square foot leasehold area; and

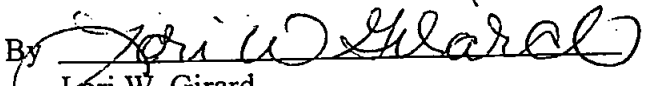
WHEREAS, the City and the Navy have negotiated an amendment to the Lease for operation of the Facility, which, among other things, extends the term of the Lease and sets the rent at current market value; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager or his designated representative is authorized to execute, for and on behalf of the City, a fourth Amendment of Solicitation/Modification of Contract with the Navy for the operation of an emergency radio public safety communications facility under the terms and conditions set forth in that Amendment on file in the office of the City Clerk as Document No. RR-_____.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to expend an amount not to exceed \$16,625 from the Information Technology and Communications

Department's FY 2001 budget, Fund No. 100, for rent due in accordance with the terms of the Lease as amended.

APPROVED: CASEY GWINN, City Attorney

By 
Lori W. Girard
Deputy City Attorney

LWG:cdk
01/09/01
Or.Dept:REA
Aud.Cert:2100732
R-2001-1006
Form=leaser.frm

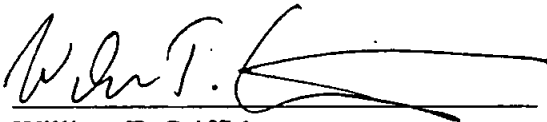
RESOLUTION NUMBER R- **288360**

ADOPTED ON **FEB 25 1997**

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager, be and he is hereby authorized to execute, for and on behalf of The City of San Diego, Modification Three to Government Lease N6871191RP00P16 for communication facilities consisting of 841 square feet of land on Mount Soledad at an annual rental of \$25,000 per year for an additional term of five years, as more particularly described in said Lease on file in the office of the City Clerk as Document No. RR- **288360**.

APPROVED: CASEY GWINN, City Attorney

By



William T. Griffith
Deputy City Attorney

WTG:cdk
02/05/97
Job:220985
Or.Dept:REA
R-97-334

RECEIVED

97 FEB 13 AM 9:42

CITY CLERKS OFFICE
SAN DIEGO, CA

100-100000

100-100000

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

COPY

1. CONTRACT ID CODE
N6871191RP00P16

PAGE OF PAGES
1 | 1

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

THREE (3)

2 DECEMBER 1995

6. ISSUED BY

CODE

24

7. ADMINISTERED BY (if other than item 6)

CODE

SOUTHWEST DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
REAL ESTATE DEPARTMENT
1220 PACIFIC HIGHWAY, CODE 24
SAN DIEGO, CA 92132-5179

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

CITY OF SAN DIEGO
PROPERTY DEPARTMENT, MS 51-A
1200 THIRD AVENUE, SUITE 1700
SAN DIEGO, CA 92101-4199

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N6871191RP00P16

10B. DATED (SEE ITEM 13) 2 DECEMBER 1995

CODE 241SA

FACILITY CODE PWC MT SOLEDAD

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference of to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

XX D. OTHER (Specify type of modification and authority)
BY MUTUAL AGREEMENT OF BOTH PARTIES.

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

ARTICLE 2, TERM, OF THE LEASE IS HEREBY AMENDED BY DELETING THE TEXT THEREOF IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING:

TERM OF THE LEASE SHALL BE FOR FIVE (5) YEARS, COMMENCING 2 DECEMBER 1995 THROUGH 1 DECEMBER 2000.

Approved as to form and legality

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

this 5th day of March, 1997.

CASEY GWINN, City Attorney

By W. G. [Signature]
Deputy City Attorney

DOCUMENT NO. RR288360

FILED FEB 25 1997

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Robert J. Collins, Real Estate Assistant Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

CHRISTOPHER E. HASKETT
Real Estate Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY [Signature]
(Signature of Person Authorized to Sign)

2-20-97

BY Christopher E. Haskett
(Signature of Contracting Officer)

3-12-97

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective Date).

- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be in the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No. -- Dated, and 10, (Modification of Contract/Order No. -- Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

- (1) Accounting classification
Net increase \$.....

(2) Accounting Classification
Net decrease \$.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet."

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

- (i) Total contract price increased by \$.....
- (ii) Total contract price decreased by \$.....
- (iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

- (i) A reference to the letter determination; and
- (ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

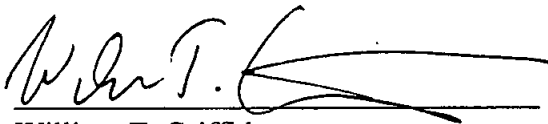
RESOLUTION NUMBER R- **288360**

ADOPTED ON FEB 25 1997

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager, be and he is hereby authorized to execute, for and on behalf of The City of San Diego, Modification Three to Government Lease N6871191RP00P16 for communication facilities consisting of 841 square feet of land on Mount Soledad at an annual rental of \$25,000 per year for an additional term of five years, as more particularly described in said Lease on file in the office of the City Clerk as Document No. RR- **288360**.

APPROVED: CASEY GWINN, City Attorney

By



William T. Griffith
Deputy City Attorney

WTG:cdk
02/05/97
Job:220985
Or.Dept:REA
R-97-334

Passed and adopted by the Council of The City of San Diego on FEB 25 1997 by the following vote:

YEAS: MATHIS, WEAR, STEVENS, STALLINGS, McCARTY, VARGAS, AND

MAYOR GOLDING

NAYS: NONE

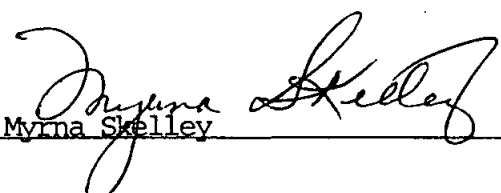
NOT PRESENT: KEHOE AND WARDEN

AUTHENTICATED BY:

SUSAN GOLDING
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

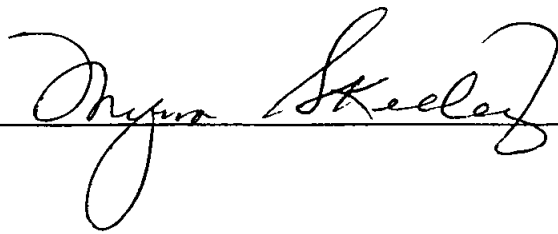
(SEAL)

By:  Myrna Skelley, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R- 288360, passed and adopted by the Council of The City of San Diego, California on FEB 25 1997.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By:  Myrna Skelley, Deputy

AMENDMENT/MODIFICATION NO. THREE (3)	3. EFFECTIVE DATE 2 DECEMBER 1995	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
---	--------------------------------------	----------------------------------	--------------------------------

ISSUED BY SOUTHWEST DIVISION NAVAL FACILITIES ENGINEERING COMMAND REAL ESTATE DEPARTMENT 1220 PACIFIC HIGHWAY, CODE 24 SAN DIEGO, CA 92132-5179	CODE 24	7. ADMINISTERED BY (If other than Item 6) CODE
--	------------	---

NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF SAN DIEGO PROPERTY DEPARTMENT, MS 51-A 1200 THIRD AVENUE, SUITE 1700 SAN DIEGO, CA 92101-4199	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N6871191RP00P16 10B. DATED (SEE ITEM 13) 2 DECEMBER 1995
--	--

ODE 241SA	FACILITY CODE PWC MT SOLEDAD	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
-----------	------------------------------	---

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference of to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

2. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
XX D. OTHER (Specify type of modification and authority) BY MUTUAL AGREEMENT OF BOTH PARTIES.	

3. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

ARTICLE 2, TERM, OF THE LEASE IS HEREBY AMENDED BY DELETING THE TEXT THEREOF IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING:

TERM OF THE LEASE SHALL BE FOR FIVE (5) YEARS, COMMENCING 2 DECEMBER 1995 THROUGH 1 DECEMBER 2000.

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

this 5th day of March, 1997.

CASEY GWINN, City Attorney

By [Signature]
Deputy City Attorney

DOCUMENT NO. RR-288360

FILED FEB 25 1997

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <u>Robert J. Collins, Real Estate and Mar</u>	16A. NAME AND TITLE OF CONTRACTING OFFICER <u>CHRISTOPHER E. HASKETT</u> JAMES H. STROTMAN REAL ESTATE CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
Y <u>[Signature]</u> (Signature of Person Authorized to Sign)	BY <u>Christopher E. Haskett</u> (Signature of Contracting Officer)
15C. DATE SIGNED <u>2-26-97</u>	16C. DATE SIGNED <u>3-12-97</u>

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective Date).

- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be in the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No. -- Dated, and 10, (Modification of Contract/Order No. -- Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

- (1) Accounting classification
Net increase \$.....

- (2) Accounting Classification
Net decrease \$.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet."

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

- (i) Total contract price increased by \$.....
- (ii) Total contract price decreased by \$.....
- (iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

- (i) A reference to the letter determination; and
- (ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

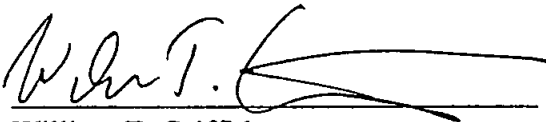
RESOLUTION NUMBER R- **288360**

ADOPTED ON FEB 25 1997

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager, be and he is hereby authorized to execute, for and on behalf of The City of San Diego, Modification Three to Government Lease N6871191RP00P16 for communication facilities consisting of 841 square feet of land on Mount Soledad at an annual rental of \$25,000 per year for an additional term of five years, as more particularly described in said Lease on file in the office of the City Clerk as Document No. RR- **288360**.

APPROVED: CASEY GWINN, City Attorney

By



William T. Griffith
Deputy City Attorney

WTG:cdk
02/05/97
Job:220985
Or.Dept:REA
R-97-334

Passed and adopted by the Council of The City of San Diego on FEB 25 1997 by the following vote:

YEAS: MATHIS, WEAR, STEVENS, STALLINGS, McCARTY, VARGAS, AND
MAYOR GOLDING

NAYS: NONE

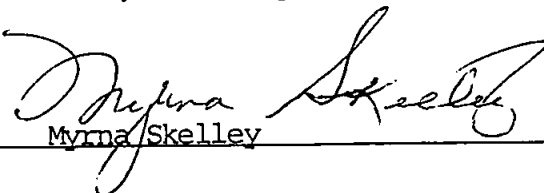
NOT PRESENT: KEHOE AND WARDEN

AUTHENTICATED BY:

SUSAN GOLDING
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

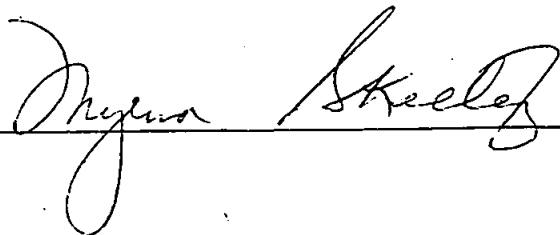
(SEAL)

By: , Deputy
Myrna Skelley

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION
NO. R- 288360, passed and adopted by the Council of The City of San Diego, California
on FEB 25 1997.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: , Deputy
Myrna Skelley



DEPARTMENT OF THE NAVY
SOUTHWEST DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
REAL ESTATE DIVISION
1220 PACIFIC HIGHWAY, RM 241
SAN DIEGO, CALIFORNIA 92132-5179

11011
Ser 241B.SA\399

04 APR 1994

Mr. Martin Mumert, Property Agent
City of San Diego
Property Department, MS 51-A
1200 Third Avenue, Suite 1700
San Diego, CA 92132-5179

Dear Mr. Mumert:

Enclosed is a fully executed copy of Modification Two for Government Lease N6871191RP00P16. This lease authorizes the City's use of an 18' X 46' parcel at the Mount Soledad Signal Station of Navy Public Works Center (PWC), San Diego.

The intent of this modification is to establish a common area maintenance fee of \$2,500.00 per year to compensate PWC San Diego, for maintaining the site. This amount shall be deducted from the City's "Ground Lease" annual rent of \$25,000.00.

If you have any questions concerning this matter, please feel free to contact Ms. Susan Anoba, Realty Specialist, at 532-1165.

Sincerely,

JAMES H. STROTMAN

Real Estate Contracting Officer

Copy to:
Commanding Officer
Navy Public Works Center (Code 694)
San Diego, CA 92136

RECEIVED

APR 07 1994

REAL ESTATE ASSETS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE
N6871191RP00P16PAGE OF PAGES
1 | 1

2. AMENDMENT/MODIFICATION NO. TWO	3. EFFECTIVE DATE 24 FEBRUARY 94	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SOUTHWEST DIVISION NAVAL FACILITIES ENGINEERING COMMAND CONTRACTS DEPARTMENT 1220 PACIFIC HIGHWAY, ROOM 241 SAN DIEGO, CA 92132-5179		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF SAN DIEGO PROPERTY DEPARTMENT MS 51-A 1200 THIRD AVENUE, SUITE 1700 SAN DIEGO, CA 92101-4199		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. N6871191RP00P16	
CODE	FACILITY CODE PWC MT SOLEDAD	10B. DATED (SEE ITEM 13) 24 FEBRUARY 94	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference of to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☒	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: BY MUTUAL CONSENT OF BOTH PARTIES
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

ARTICLE 14 OF MODIFICATION ONE IS HEREBY AMENDED BY DELETING THE TEXT THEREOF IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING:

PAYMENT FOR THE CITY'S "GROUND LEASE" AT THE NAVY'S MT SOLEDAD SIGNAL STATION IN SAN DIEGO WILL BE TWENTY FIVE THOUSAND (\$25,000) PER YEAR COMMENCING ON 1 DEC 91, OF THIS AMOUNT A COMMON AREA MAINTENANCE FEE OF \$2500.00 PER YEAR IS TO BE PAID TO THE COMMANDING OFFICER, COMPTROLLER'S OFFICE, CODE 151 B, NAVY PUBLIC WORKS OFFICE, NAVAL STATION, BLDG 119, SAN DIEGO, CA 92136-5113. THE NET RENT OF \$22,500.00 IS PAYABLE TO THE COMMANDING OFFICER, SOUTHWEST DIVISION NAVAL FACILITIES ENGINEERING COMMAND 1220 PACIFIC HIGHWAY, RM 241 SAN DIEGO, CA 92132-5179.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) ROBERT J. COLLINS - Deputy Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JAMES H. STROTMAN REAL ESTATE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR BY Robert J. Collins (Signature of Contracting Officer)	15C. DATE SIGNED 3/21/94	16B. UNITED STATES OF AMERICA BY James H. Strotman (Signature of Contracting Officer)	16C. DATE SIGNED 3/29/94

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

STANDARD FORM 30 BACK (REV. 10-83)

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT				1. CONTRACT ID CODE 871191RP00P16		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. ONE (1)		3. EFFECTIVE DATE 1 DECEMBER 91		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Commanding Officer Southwest Division Naval Facilities Engineering Command (CODE 24) 1220 Pacific Highway, Room 241 San Diego, California 92132-5179		7. ADMINISTERED BY (If other than Item 6) CODE					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) City of San Diego 202 "C" Street San Diego, CA 92101-4199 PWC SAN DIEGO MT. SOLEDAD				(Y)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. N6871191RP00P16			
CODE		FACILITY CODE		10B. DATED (SEE ITEM 11) 11 SEPTEMBER 1992			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(Y) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)							

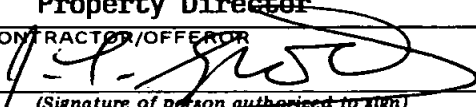
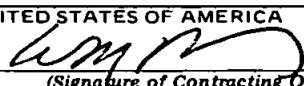
E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Enclosure (1) attached.

DOCUMENT NO. **276921-1**
 FILED **FEB 01 1993**
 OFFICE OF THE CITY CLERK
 SAN DIEGO, CALIFORNIA

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) James L. Spotts Property Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) W.M. ROBINSON, JR. REAL ESTATE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
15C. DATE SIGNED 01/11/93		16C. DATE SIGNED 1/26/93	

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and, 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Lessor: Department of the Navy
Lessee: City of San Diego
Site: Mount Soledad Signal Station
Location: San Diego, California
Space: Ground Lease
Use: Radio Transmitters and Antenna

Purpose: Modification of Lease (Contract No. N6871191RP00P16)

Item 14 (Description)

Payment for the City's "Ground Lease" at the Navy's Mount Soledad Signal Station in San Diego will be twenty five thousand (\$25,000) per year commencing on 1 Dec 1991. This amount is based on an approved real estate appraisal of the fair market rental value of the site.

Payable to:

Commanding Officer, Southwest Division
Naval Facilities Engineering Command
1220 Pacific Highway, Room 241
San Diego, CA 92132-5179

\$25,000.

ENCLOSURE (1)

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

1. CONTRACT ID CODE **871191RP00P16** PAGE OF PAGES **1** | **1**

2. AMENDMENT/MODIFICATION NO. ONE (1)	3. EFFECTIVE DATE 1 DECEMBER 91	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Commanding Officer Southwest Division Naval Facilities Engineering Command (CODE 24) 1220 Pacific Highway, Room 241 San Diego, California 92132-5179		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) City of San Diego 202 "C" Street San Diego, CA 92101-4199	(V) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N6871191RP00P16 10B. DATED (SEE ITEM 13) 11 SEPTEMBER 1992
PWC SAN DIEGO MT. SOLEDAD	
CODE	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

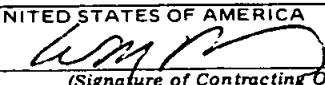
(V)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Enclosure (1) attached.

DOCUMENT NO. **276921-1**
FILED **FEB 01 1993**
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

15A. NAME AND TITLE OF SIGNER (Type or print) James L. Spotts Property Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) W.M. ROBINSON, JR. REAL ESTATE CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 01/11/93
15D. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 1/26/93

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
 Net increase \$

(2) Accounting classification
 Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Lessor: Department of the Navy
Lessee: City of San Diego
Site: Mount Soledad Signal Station
Location: San Diego, California
Space: Ground Lease
Use: Radio Transmitters and Antenna

Purpose: Modification of Lease (Contract No. N6871191RP00P16)

Item 14 (Description)

Payment for the City's "Ground Lease" at the Navy's Mount Soledad Signal Station in San Diego will be twenty five thousand (\$25,000) per year commencing on 1 Dec 1991. This amount is based on an approved real estate appraisal of the fair market rental value of the site.

Payable to:

Commanding Officer, Southwest Division
Naval Facilities Engineering Command
1220 Pacific Highway, Room 241
San Diego, CA 92132-5179

\$25,000.

ENCLOSURE (1)

LICENSE FOR NONFEDERAL USE OF REAL PROPERTY
 SWDIV 11011/29 (1-92)

LICENSE NUMBER

THIS LICENSE TO USE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF AND ANY SPECIAL CONDITIONS ATTACHED HERETO. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL AND/OR SPECIAL PROVISIONS.

687 1193RP03P46

1. NAVAL ACTIVITY (Property Location)

Public Works Center, Naval Station, San Diego

2. DATES COVERED (Inclusive)

FROM 1 July, 1992 TO 30 June, 1997

3. DESCRIPTION OF PROPERTY (Include room and building number where appropriate)

Areas "A" & "B" in Building 513, Mount Soledad Signal Station, San Diego, California.

Exhibits A, B, & C is attached hereto and made a part hereof.

DOCUMENT NO. 12-281301
JAN 04 1993

FILED

4. PURPOSE OF LICENSE

Install, operate and maintain Radio Transmitters & Receivers

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA**5. LICENSOR**UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY**5a. LOCAL REPRESENTATIVE (Name and address)**COMMANDING OFFICER, SOUTHWEST DIVISION NAVAL
FACILITIES ENGINEERING COMMAND (CODE 24)
1220 PACIFIC HIGHWAY, ROOM 241
SAN DIEGO, CA 92132-5179**6. LICENSEE (Name and address)**City of San Diego, Property Dept. Mail Station 51A
1200 Third St., Suite 1700
San Diego, CA 92101-4199**6a. LOCAL REPRESENTATIVE (Name and address)**Mr. Marty Mumert
Property Manager
Phone: (619) 236-6727Refer to enclosure (1)
for Rent Allocation**7. CASH PAYMENT BY LICENSEE (Payable in advance)**

(If no cash payment is required, enter "None" under item 7a "Amount")

a. AMOUNT (EachPayment)
\$36,000.**b. FREQUENCY**PAYMENT DUE
Yearly**c. FIRST DUE DATE**

1 July 92

d. TO (Local Government representative)COMMANDING OFFICER, SOUTHWEST DIVISION NAVAL FACILITIES
ENGINEERING COMMAND (CODE 24) 1220 PACIFIC HIGHWAY, RM 241
SAN DIEGO, CA 92132-5179**8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance)**

(If no cash payment is required enter "None" under item 8a "Amount")

a. AMOUNT (EachPayment)
\$8,064.00**b. FREQUENCY**PAYMENT DUE
Yearly**c. FIRST DUE DATE**

1 July 92

d. TO (Mailing Address)Commanding Officer
Comptroller's Office, Code 151 B
Navy Public Works Office, Naval Station, Bldg. 119
San Diego, CA 92138-5113

\$44,064 Total Payment

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE

(If any or all insurance requirements have been waived, enter "None" in a,b,c, or d as appropriate)

TYPE**MINIMUM AMOUNT****TYPE****MINIMUM AMOUNT****a. FIRE AND EXTENDED COVERAGE**

Self Insured

**c. THIRD PARTY PERSONAL
INJURY PER PERSON**

Self Insured

b. THIRD PARTY PROPERTY DAMAGE

Self Insured

**c. THIRD PARTY PERSONAL
INJURY PER ACCIDENT**

Self Insured

10. GENERAL PROVISIONS (See Reverse Side) *General Provision q, r, s, t, u, v and w are attached hereto and made a part hereof.

(1) Current payment is based on 24 Radio Transmitters @ \$125 = 3,000 x 12 months = \$36,000. & maintenance payments of \$8,064. (based on 24 Radio Transmitters @ 28. X 12 months). Commencing 1 July 93, rental would increase to \$58,736. (Rental \$58,736. plus maintenance of \$8,064 = \$66,800) (24 X 225 = \$5400 X 12 = 64,800).

II. EXECUTION OF LICENSE**FOR****NAME, POSITION, AND TITLE****SIGNATURE****DATE**DEPARTMENT
OF THE NAVYW.M. ROBINSON, JR.
REAL ESTATE CONTRACTING OFFICER

4/14/93

LICENSEE

JAMES L. SPOTTS
PROPERTY DIRECTOR

12-281301

License to the City of San Diego

N687 1193RP 03 P46

GENERAL PROVISIONS (Continued)

q. The Local Representative specified in Item 5a of this license shall under the direction of the Commanding Officer, Naval Facilities Engineering Command, have complete charge of the administration of this license, and shall exercise full supervision and general direction thereof insofar as the interests of the Government are affected.

r. Interest: Notwithstanding any other provision of this license, unless paid within thirty (30) days, all amounts that become payable by the licensee to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due until paid and shall be subject to adjustments as provided in the Federal Acquisition Regulations, as in effect on the date of this license. The interest rate per annum shall be the interests rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 95-563, the Contracts Disputes Act of 1978, which is applicable to the period in which the amount becomes due as herein provided. Amounts shall be due upon the earliest one of (i) the date fixed pursuant to this contract (ii) the date of the first written demand for payment, consistent with this license, including demand consequent upon default termination; or (iii) the date of transmittal by the government to the licensee of a proposed supplemental agreement to confirm completed negotiations fixing the amount. The interest charge made under this clause may be reduced under the procedures prescribed in 32.614 of the Federal Acquisition Regulation in effect on the date of this contract.

s. The reimbursement share for long-term maintenance under provisions (f) of the license, and as set forth in our letter of August 4, 1989, is still in force and effect. Licensee agrees to maintain a maintenance reimbursement account with the Public Works Center. Contact Ms. Mary Ball at (619) 524-6223.

t. It is expressly agreed that the licensor does not assume any liability or obligation to the licensee or any employees of the licensee or to third persons with respect to loss, due to death, bodily injury or damage to property resulting in any way from operations pursuant to this license. It is further expressly agreed that the licensee will not be reimbursed or compensated hereunder for any such liabilities or obligations which the licensee incurs to employees or third persons.

u. Licensee shall obtain prior approval from Commanding Officer, Code 690, Navy Public Works Center. San Diego, California 92136-5113 for any or the following:

1. Radio frequency changes
2. Changes in radio equipment and antenna locations
3. Changes in personnel having access to facility

v. Licensee agrees to provide the following information about their equipment and operation located on Mount Soledad:

1. Agency assigned space
2. Name of individual responsible for operation and maintenance of equipment
3. Emergency phone number

GENERAL PROVISIONS (continued)

Licensor: Department of the Navy

Licensee: City of San Diego

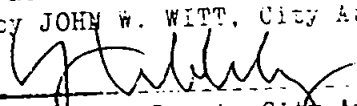
Site: Mount Soledad Signal Station

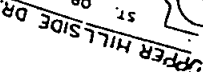
Provision w (Disputes)

(a) Except as otherwise provided in this license, any dispute concerning a question of fact arising under this license which is not disposed of by agreement shall be decided by the Commanding Officer, Southwest Division, Naval Facilities Engineering Command, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the LICENSEE. The decision of the Commanding Officer, Southwest Division, Naval Facilities Engineering Command shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the LICENSEE mails or otherwise furnishes to the Commanding Officer, Southwest Division, Naval Facilities Engineering Command or his authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this license as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Licensee shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Licensee shall proceed diligently with the performance of the license and in accordance with the decision of the Commanding Officer, Southwest Division, Naval Facilities Engineering Command.

(b) This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in this lease, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

APPROVED as
to form by JOHN W. WITT, City Attorney

By 
Deputy City Attorney





(R-93-998)

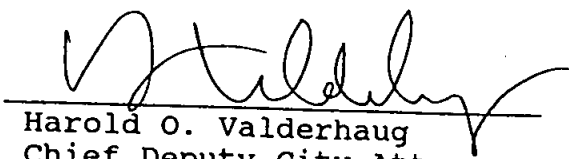
RESOLUTION NUMBER R- 281301ADOPTED ON JAN 04 1993

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized to execute, for and on behalf of The City of San Diego, a five-year lease agreement with the UNITED STATES DEPARTMENT OF THE NAVY for transmitter space in the Navy's Mt. Soledad telecommunications facility, retroactive to July 1, 1992, at an annual cost to City of \$44,064, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No. RR- 281301.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$44,064 from Fund 100, Dept. 535, Org. 102, Account 4682, Job Order 5153, for Fiscal Year 1993 costs, is hereby authorized and approved.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Chief Deputy City Attorney

HOV:ps
12/07/92
Or.Dept:Prop.
Aud.Cert:9300554
Job:220317
R-93-998
Form=r-t

Passed and adopted by the Council of The City of San Diego on JAN 04 1993 by the following vote:

YEAS: WOLFSHEIMER, ROBERTS, HARTLEY, STEVENS, BEHR, STALLINGS, MCCARTY,
MAYOR GOLDING.

NAYS: NONE.

Vacant: District 8.

NOT PRESENT: _____

AUTHENTICATED BY:

SUSAN GOLDING
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: MARY CEPEDA, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION
NO. R- 281301, passed and adopted by the Council of The City of San Diego, California
on JAN 04 1993

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: Mary Cepeda, Deputy



DEPARTMENT OF THE NAVY
SOUTHWEST DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
1220 PACIFIC HIGHWAY
SAN DIEGO, CALIFORNIA 92132-5190

11011
Ser 2412RF/1014
JUN 17 1992

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. John B. Crayton
City of San Diego
1200 Third Street
San Diego, CA 92101-4199

Dear Mr. Crayton:

Enclosed is modification two (2) to the "Ground Lease" held by the City of San Diego and designated Navy contract N6871191RP00P16. This lease is for radio space at the Mount Soledad Signal Station located in San Diego. Based on an appraisal, the new rental is \$25,000 yearly.

In addition to this amount the Navy's Public Works Center currently charges (subject to yearly adjustment) \$28.00 per month for each radio transmitter or receiver. Questions concerning this charge should be directed to Ms. Mary Wallace, Code 694, who can be reached at 524-6223.

The only alternative to the maintenance provision in the modification would be to terminate this lease in accordance with paragraph F of Part II of your lease. A new lease would be prepared which would incorporate the maintenance charge.

We would appreciate your recommending approval of this amendment and having it signed on behalf of the City. The additional copy is for your interim reference pending our return of a fully executed copy.

If you have any questions, please contact Mr. Raymond Franke, Realty Specialist, at 532-3759, referring to project SW92-181.

Sincerely,

ROBERT R. TALLEY
Director, Real Estate Division
Acting
By direction of
the Commanding Officer

Encl:
(1) Amendment 2

Copy to:
Mr. Dick Greenleaf, Property Dept.
1200 Third Avenue, Suite 1700
San Diego, CA 92101-4199

RECEIVED
JUN 19 1992
PROPERTY DEPT.

AMENDMENT OF SOLICITATION		MODIFICATION OF CONTRACT		1. CONTRACT ID CODE N6871191RP00P16		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. TWO (2)		3. EFFECTIVE DATE 1 Dec 91		4. REQUISITION/PURCHASE NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Commanding Officer Southwest Division Naval Facilities Engineering Command (CODE 24) 1220 Pacific Highway San Diego, California 92132-5190		7. ADMINISTERED BY (If other than Item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) City of San Diego 1200 Third Avenue, Suite # 1700 San Diego, CA 92101-4199				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. X N6871191RP00P16			
				10B. DATED (SEE ITEM 13)			
9. CODE		FACILITY CODE PWC SAN DIEGO					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: REAPPRAISAL BASED ON LEASE PARAGRAPH 3	
D. OTHER (Specify type of modification and authority)	

IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1.) The intent of this amendment is to amend the lease provisions for rent and payments as indicated on Attachment "A", attached hereto and by reference made a part hereof.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

INSTRUCTIONS

Instructions for items other than those that are self-explanatory are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

AMENDMENT OF SOLICITATION		MODIFICATION OF CONTRACT		1. CONTRACT ID CODE N6871191RP00P16		PAGE OF PAGES 1 1	
AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE 1 Dec 91		4. REQUISITION/PURCHASE NO.		5. PROJECT NO. (If applicable)	
ISSUED BY TWO (2)		CODE 24		7. ADMINISTERED BY (If other than Item 6)		CODE	
Commanding Officer Southwest Division Naval Facilities Engineering Command (CODE 24) 1220 Pacific Highway San Diego, California 92132-5190				(✓) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X N6871191RP00P16 10B. DATED (SEE ITEM 13)			
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) City of San Diego 1200 Third Avenue, Suite # 1700 San Diego, CA 92101-4199							
CODE		FACILITY CODE PWC SAN DIEGO					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: REAPPRAISAL BASED ON LEASE PARAGRAPH 3
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1.) The intent of this amendment is to amend the lease provisions for rent and payments as indicated on Attachment "A", attached hereto and by reference made a part hereof.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

INSTRUCTIONS

Instructions for items other than those that are self-explanatory are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

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(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

AMENDMENT OF SOLICITATION		MODIFICATION OF CONTRACT		1. CONTRACT ID CODE N6871191RP00P16		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. TWO (2)		3. EFFECTIVE DATE 1 Dec 91		4. REQUISITION/PURCHASE NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Commanding Officer Southwest Division Naval Facilities Engineering Command (CODE 24) 1220 Pacific Highway San Diego, California 92132-5190		CODE 24		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) City of San Diego 1200 Third Avenue, Suite # 1700 San Diego, CA 92101-4199				☒ 9A. AMENDMENT OF SOLICITATION NO. ☐ 9B. DATED (SEE ITEM 11) ☒ 10A. MODIFICATION OF CONTRACT/ORDER NO. N6871191RP00P16 ☐ 10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE PWC SAN DIEGO					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☒	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☒	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: REAPPRAISAL BASED ON LEASE PARAGRAPH 3
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1.) The intent of this amendment is to amend the lease provisions for rent and payments as indicated on Attachment "A", attached hereto and by reference made a part hereof.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

RESOLUTION NO. 99115

Property

BE IT RESOLVED by the Council of the City of San Diego, as follows:

That the City Manager of said City be, and he is hereby authorized and empowered to execute for and on behalf of The City of San Diego, an agreement between said City and the United States of America, represented by the Chief of the Bureau of Yards and Docks acting under the direction of the Secretary of the Navy, for the occupation under a revocable permit of a portion of Government-owned property on Mount Soledad, for the purpose of installing and operating radio service in time of public emergency and as alternate headquarters for the San Diego Disaster Council.

I hereby certify the above to be a full, true, and correct copy of Resolution No. 99115
of the Council of the City of San Diego, as adopted by said Council AUG 17 1950

FRED W. SICK

City Clerk.

By Donald L. Steinert

Deputy.



DEPARTMENT OF THE NAVY
SOUTHWEST DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
1220 PACIFIC HIGHWAY
SAN DIEGO, CALIFORNIA 92132-5190

11011
Ser 2412RF/1014
JUN 17 1992

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. John B. Crayton
City of San Diego
1200 Third Street
San Diego, CA 92101-4199

Dear Mr. Crayton:

Enclosed is modification two (2) to the "Ground Lease" held by the City of San Diego and designated Navy contract N6871191RP00P16. This lease is for radio space at the Mount Soledad Signal Station located in San Diego. Based on an appraisal, the new rental is \$25,000 yearly.

In addition to this amount the Navy's Public Works Center currently charges (subject to yearly adjustment) \$28.00 per month for each radio transmitter or receiver. Questions concerning this charge should be directed to Ms. Mary Wallace, Code 694, who can be reached at 524-6223.

The only alternative to the maintenance provision in the modification would be to terminate this lease in accordance with paragraph F of Part II of your lease. A new lease would be prepared which would incorporate the maintenance charge.

We would appreciate your recommending approval of this amendment and having it signed on behalf of the City. The additional copy is for your interim reference pending our return of a fully executed copy.

If you have any questions, please contact Mr. Raymond Franke, Realty Specialist, at 532-3759, referring to project SW92-181.

Sincerely,

R. R. Talley

ROBERT R. TALLEY
Director, Real Estate Division
Acting
By direction of
the Commanding Officer

Encl:
(1) Amendment 2

Copy to:
Mr. Dick Greenleaf, Property Dept.
1200 Third Avenue, Suite 1700
San Diego, CA 92101-4199

RECEIVED
JUN 19 1992
PROPERTY DEPT

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N6871191RP00P16		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. TWO (2)		3. EFFECTIVE DATE 1 Dec 91		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Commanding Officer Southwest Division Naval Facilities Engineering Command (CODE 24) 1220 Pacific Highway San Diego, California 92132-5190		CODE 24		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) City of San Diego 1200 Third Avenue, Suite # 1700 San Diego, CA 92101-4199				(y)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. X N6871191RP00P16	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE PWC SAN DIEGO					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(y) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: REAPPRAISAL BASED ON LEASE PARAGRAPH 3							
D. OTHER (Specify type of modification and authority)							

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1.) The intent of this amendment is to amend the lease provisions for rent and payments as indicated on Attachment "A", attached hereto and by reference made a part hereof.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

- (i) Total contract price increased by \$
- (ii) Total contract price decreased by \$
- (iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

- (i) A reference to the letter determination; and
- (ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N6871191RP00P16		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. TWO (2)		3. EFFECTIVE DATE 1 Dec 91		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Commanding Officer Southwest Division Naval Facilities Engineering Command (CODE 24) 1220 Pacific Highway San Diego, California 92132-5190		CODE 24		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) City of San Diego 1200 Third Avenue, Suite # 1700 San Diego, CA 92101-4199				(y)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. X N6871191RP00P16	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE PWC SAN DIEGO					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(y)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: REAPPRAISAL BASED ON LEASE PARAGRAPH 3
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1.) The intent of this amendment is to amend the lease provisions for rent and payments as indicated on Attachment "A", attached hereto and by reference made a part hereof.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>		16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	
15C. DATE SIGNED		16C. DATE SIGNED	

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N6871191RP00P16		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. TWO (2)		3. EFFECTIVE DATE 1 Dec 91		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Commanding Officer Southwest Division Naval Facilities Engineering Command (CODE 24) 1220 Pacific Highway San Diego, California 92132-5190		CODE 24		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) City of San Diego 1200 Third Avenue, Suite # 1700 San Diego, CA 92101-4199				(y) 9A. AMENDMENT OF SOLICITATION NO.			
				10A. MODIFICATION OF CONTRACT/ORDER NO. X N6871191RP00P16			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE PWC SAN DIEGO					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
(y)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: REAPPRAISAL BASED ON LEASE PARAGRAPH 3
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1.) The intent of this amendment is to amend the lease provisions for rent and payments as indicated on Attachment "A", attached hereto and by reference made a part hereof.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

ATTACHMENT "A"

CITY OF SAN DIEGO LEASE N6871191RP00P16

1) Paragraph 3. RENT, of the lease is hereby amended by deleting therefrom "The LESSEE shall pay an annual rent of \$2,500.00" and inserting in place thereof "The LESSEE shall pay an annual rental of \$25,000.00, payable quarterly, in advance at the rate of \$6,250.00, beginning December 1, 1991." City agrees to pay an additional maintenance fee, as determined by the Public Works Center, based on the number of radio transmitter and receiver units located on the premises.

2) Paragraph 4. PAYMENTS, of the lease is hereby amended by deleting the text thereof in its entirety and replacing it with "Rental payments shall be payable to The Treasurer of the United States, and mailed to Commanding Officer, Southwest Division, Naval Facilities Engineering Command, 1220 Pacific Highway, San Diego, California 92132-5190, ATTN: Code 01313. Payments for Maintenance Fees, to be determined by Navy Public Works Center and subject to annual review, shall be made payable to Navy Public Works Center, P.O. Box 113, San Diego, California 93136, ATTN: Code 151B."

3) All other terms and conditions remain the same.

Crayton
51-7

(R-91-862)

RESOLUTION NUMBER R- 276921

ADOPTED ON NOV 26 1990

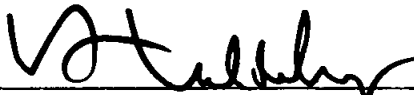
BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a one-year lease agreement, with an option to renew for four additional periods of one year each, with the DEPARTMENT OF THE NAVY, for the use by the City of approximately 841 square feet of land on Mount Soledad, at an initial rental of \$208.33 per month, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No.

RR- 276921.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$1,458.31 from Fund 30244, Org. 106, Object Account 4682, Job Order 333950, for lease costs from December 1, 1990, to June 30, 1991, is hereby authorized and approved.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOC:ps
11/16/90
Or.Dept:Prop.
Aud.Cert:9100377
R-91-862
Form=r-t

(R-91-862)

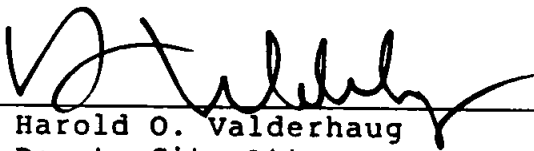
RESOLUTION NUMBER R-276921

ADOPTED ON NOVEMBER 26, 1990

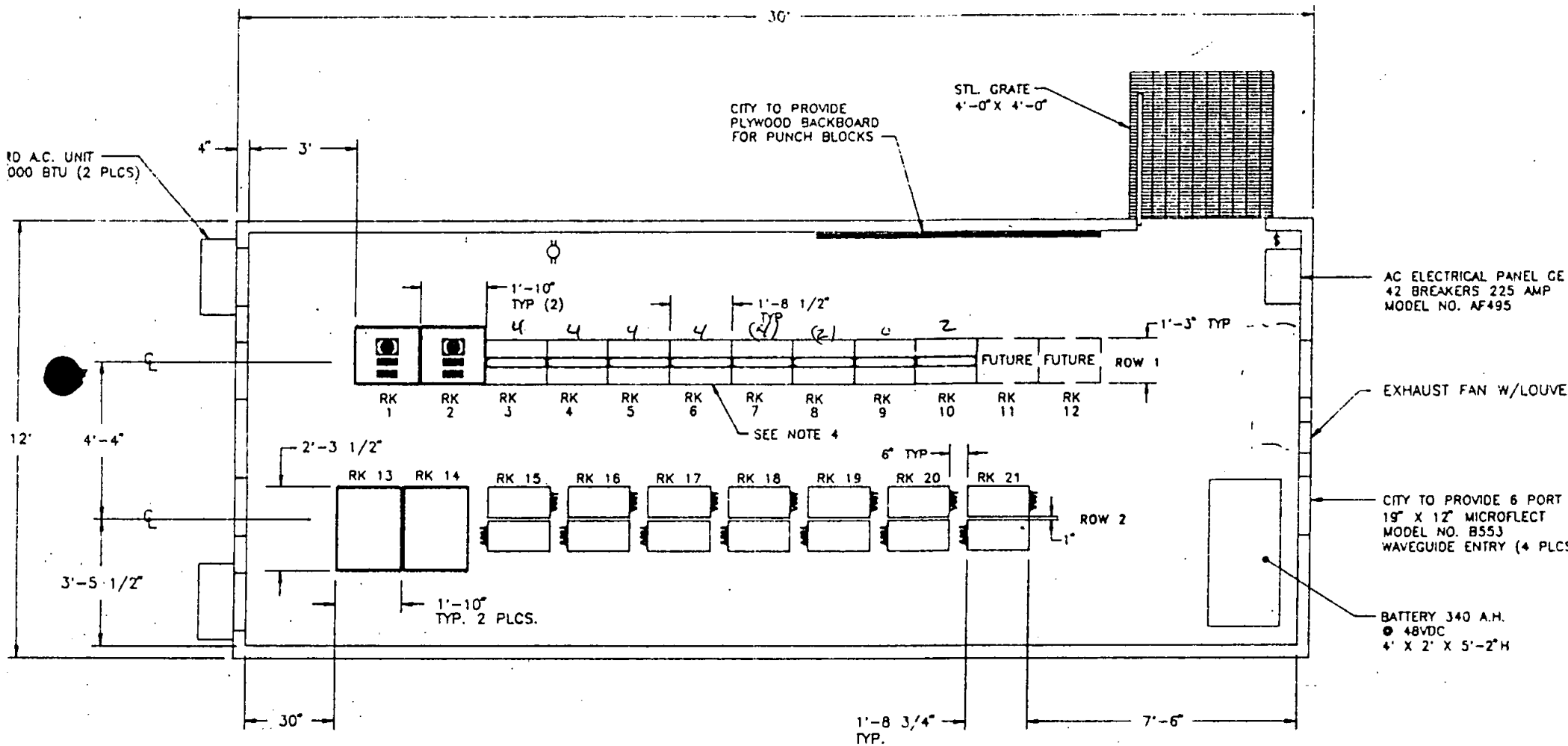
BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager or his designee is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a one-year lease agreement, with an option to renew for four additional periods of one year each, with the DEPARTMENT OF THE NAVY, for the use by the City of approximately 841 square feet of land on Mount Soledad, at an initial rental of \$208.33 per month, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No. RR-276921.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$1,458.31 from Fund 30244, Org. 106, Object Account 4682, Job Order 333950, for lease costs from December 1, 1990, to June 30, 1991, is hereby authorized and approved.

APPROVED: JOHN W. WITT, City Attorney

By 
Harold O. Valderhaug
Deputy City Attorney

HOC:ps
11/16/90
11/28/90 COR.COPY
Or.Dept:Prop.
Aud.Cert:9100377
R-91-862
Form=r-t



RADIO EQUIPMENT ROOM EQUIPMENT LAYOUT

CRAYZON
51-A

RECEIVED

DEC 6 1990

PROPERTY DEPT.

(R-91-863)

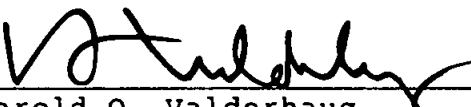
RESOLUTION NUMBER R- 276922

ADOPTED ON NOV 26 1990

BE IT RESOLVED, by the Council of The City of San Diego, that it is hereby certified that the information contained in ENVIRONMENTAL IMPACT REPORT EQD NO. 90-0849 in connection with the City's lease of 841 square feet of land on Mount Soledad, on file in the office of the City Clerk, has been completed in compliance with the California Environmental Quality Act of 1970 (California Public Resources Code section 21000 et seq.), as amended, and the State guidelines thereto (California Administrative Code section 15000 et seq.), and that said report has been reviewed and considered by this Council.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
11/16/90
Or.Dept:Prop.
R-91-863
Form=r.eirl

NOTICE OF DETERMINATION

TO: X County Clerk
County of San Diego
220 W. Broadway, MS C-11
San Diego, CA 92101

FROM: City of San Diego
Planning Department
202 "C" Street, MS 4C
San Diego, CA 92101

Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

DEP Number: 90-0849

State Clearinghouse Number: _____

Project Title: Public Safety Communications Project - Mount Soledad Facility

Project Location: South side of Via Casa Alta, west of La Jolla Scenic Drive, in the La Jolla community.

Project Description: Installation of a 50-foot monopole antenna and a 360-square-foot equipment building.

This is to advise that the City of San Diego City Council on 11-26-90 approved the above described project and made the following determinations:

1. The project in its approved form will, X will not, have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project and certified pursuant to the provisions of CEQA.
X A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
R-276922
Record of project approval may be examined at the address above.
3. Mitigation measures were, X were not, made a condition of the approval of the project.
4. (EIR only) Findings were, were not, made pursuant to CEQA Guidelines Section 15091.
5. (EIR only) A Statement of Overriding Considerations was, was not, adopted for this project.

It is hereby certified that the final environmental report, including comments and responses, is available to the general public at the office of the Development and Environmental Planning Division, Fourth Floor, City Administration Building, 202 "C" Street, San Diego, CA 92101.

Analyst: Wilson

Telephone: (619) 236-7364

Filed by: Bronda L. Barnes
Signature

Deputy City Clerk
Title

Reference: California Public Resources Code, Sections 21108 and 21152.

ORIGINAL

LEASE AGREEMENT
BETWEEN
UNITED STATES OF AMERICA
(DEPT. OF THE NAVY)
AND
THE CITY OF SAN DIEGO
PART I, SPECIAL PROVISIONS

N6871191RP00P16,

This lease is made and entered into as of the date executed below between the UNITED STATES OF AMERICA, represented by the Department of the Navy, hereinafter called the LESSOR, and the City of San Diego hereinafter called the LESSEE. This lease document is composed of this Part I, Special Provisions, and Part II General Provisions.

1. PROPERTY: The LESSOR hereby leases to the LESSEE an 18'X 46' parcel in the City and County of San Diego. The parcel is described on Exhibit "A" attached hereto. Access routes shall be as assigned from time to time by LESSOR.

2. TERM: The term of this lease shall be one (1) year commencing December 1, 1990; however, upon mutual consent, this lease may be extended for four (4) additional periods of one(1) year each. Said option may be exercised by written notice thereof to LESSOR not less than 90 days preceding expiration hereof.

3. RENT: The LESSEE shall pay an annual rent of \$2,500.00; at any extension or renewal, the LESSOR may require a mutually agreed upon appraisal as the basis for rent during any extension period. LESSOR agrees to request any required appraisal within 30 days of receipt of LESSEES notice to exercise option to renew as specified herein above.

4. PAYMENTS: Rental payments shall be quarterly in advance. Checks shall be payable to the Treasurer of the United States and mailed to:

Commanding Officer
Southwest Division
Naval Facilities Engineering Command
1220 Pacific Highway
San Diego, CA 92132
Attn: Code 241

5. REPRESENTATIVES: The LESSOR is represented by the Commanding Officer, Southwest Division, addressed above. The LESSEE is represented by the Property Department, City of San Diego.

6. USE: The LESSEE'S purpose is to construct and operate a Public Safety Communications System. Construction and operation shall conform to local, state and federal codes and regulations. In case of conflict the higher legal authority shall prevail. All construction and alteration plans are to be reviewed and approved by the Public Works Center. All plans for the installation and operation of additional frequencies will be reviewed and approved by the Public Works Communications Officer.

DOCUMENT NO. RR-276921
NOV 26 1990
FILED
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

ca
RECEIVED
CITY CLERK'S OFFICE

90 DEC 12 PM 4:21

SAN DIEGO, CALIF.

EXECUTION BY LESSEE

City of San Diego
1200 3rd Avenue, Suite 1700
San Diego, CA 92101

Robert J. Collins
Authorized Official
Supervising Property Agent
for the City Manager
Title

John B. Gay
Witness
11/28/90
Date

(Resolution Attached)

I certify that the person who signed this lease on behalf of the city of San Diego has authority to sign.

Approved as to form and legality

this 28 day of November, 1990

JOHN W. WITT, City Attorney

By [Signature]
Deputy City Attorney

[Signature]
Signature

[Signature]
Title

EXECUTION BY THE LESSOR

THE UNITED STATES OF AMERICA

Department of the Navy
Southwest Division, Naval Facilities Engineering Command
1220 Pacific Highway
San Diego, CA 92132-5190

Jose J. Deluna
Signature

Trinidad Hudson
Witness

JOSE J. DELUNA
Director, Real Estate Division
Real Estate Contracting Officer

PART II, DEPARTMENT OF THE NAVY GENERAL PURPOSE LEASE is attached hereto and made a part hereof.

R-276921

DEPARTMENT OF THE NAVY GENERAL PURPOSE LEASE PART II

CONTRACT NUMBER
N6871191RP00P16

GENERAL PROVISIONS

A. GENERAL MAINTENANCE OBLIGATION

Lessee, at its own expense, shall so protect, preserve, maintain and repair the Leased Property, that the same will at all times be kept in at least as good condition as when received hereunder, as reflected in the Condition Report incorporated by Article I of Part I hereof, subject, however, to ordinary wear and tear and loss or damage for which Lessee is not liable hereunder.

B. LONG TERM MAINTENANCE OBLIGATION

(1) In addition to its general maintenance obligation under Article A, above, Lessee shall, at its own expense, perform such items of "Long Term Maintenance" (as hereinafter defined) as may from time to time be approved or directed by the Local Government Representative; *Provided*, the Lessee shall receive credit against the Maximum Amount to be Expended specified in Article 4 of Part I hereof for the "Actual Costs" incurred in the performance of said items upon the satisfactory completion of such performance; *Provided, further*, Lessee shall at no time be obligated hereunder to expend for Long Term Maintenance any amount in excess of the difference between:

- (a) the Maximum Amount to be Expended as accrued to such time, and
- (b) the total credits allowed against the Maximum Amount to be Expended up to that time.

Such difference is hereinafter called the "Current Obligated Maintenance Amount."

"Long Term Maintenance," as used herein, shall mean any item of protection, preservation, maintenance and repair of the Leased Property, or any part thereof, including property in which Lessee's right of use shall be in common with others, the recurrence of which is not anticipated within the twelve (12) month period following its completion. It shall in no event, however, include any item of protection, maintenance or repair which is solely incidental to Lessee's use of the property hereunder and which Lessee is obligated to perform by Article A above, or any other provision of this lease, such as, but not limited to, guard service, janitorial service, replacement of expendable items, garbage and trash collection or disposal, or clean-up work.

"Actual Costs" as used herein, shall mean the sum of: (a) direct labor costs, plus 10% thereof for incidental expenses for general supervision, administration and overhead, and (b) direct material costs, when Lessee has incurred such costs directly in the performance of any item of Long Term Maintenance approved or directed by the Local Government representative. When Lessee contracts with third parties for performance of any item of Long Term Maintenance, "Actual Costs," as used herein, shall mean the amount of such contracts as shall have been approved in advance by the Local Government Representative.

(2) Pending completion of performance and final determination of the actual costs of any item of Long Term Maintenance approved or directed as aforesaid, there shall be tentatively credited against the Maximum Amount to be Expended at the end of each month of the lease term an estimate of the actual costs incurred in the performance thereof, in order to facilitate administration of this lease and enable the Local Government Representative to properly direct the performance of Long Term Maintenance under this Article.

(3) If Lessee shall undertake the performance of any item of Long Term Maintenance at any time when the Current Obligated Maintenance Amount is insufficient to

allow credit for the actual costs thereof, such actual costs shall constitute a credit against the Maximum Amount to be Expended as that amount may subsequently accrue pursuant to the provisions of Article 4 of Part I hereof; *Provided, however*, that in the event of the expiration of or termination of this lease prior to the allowance of such credit in whole or in part, Lessee shall make no claim against the Government on account of any difference between actual costs incurred and the Current Obligated Maintenance Amount as of the date of such expiration or termination of the lease, and such difference shall be at the sole cost and expense of Lessee.

(4) At the end of each year of the term the Current Obligated Maintenance Amount shall be carried forward to the succeeding year; *Provided, however*, that at any time the Local Government Representative shall so direct, Lessee shall pay the Current Obligated Maintenance Amount, in whole or in part, as cash rent in the manner prescribed by Article Y of this Part II.

(5) Within thirty (30) days from the expiration or prior termination of this lease, Lessee shall pay to the Government, in the manner prescribed by Article Y of this Part II, the Current Obligated Maintenance Amount as finally determined by the Local Government Representative.

(6) Lessee shall keep adequate records and books of account showing the actual cost to it of all items of labor, material, equipment, supplies, services, and other items of cost of any nature constituting an item of Actual Costs incurred by it directly in the performance of any item of Long Term Maintenance. The Lessee shall provide the Government with access to such records and books of account and proper facilities for inspection thereof at all reasonable times. ~~All information obtained from said records and books of account shall be deemed confidential.~~

C. RISK OF LOSS-INSURANCE

(1) Lessee shall bear all risk of loss of or damage to the Leased Property arising from any cause whatsoever, with or without fault by Lessee; *Provided, however*, that Lessee's liability for any loss or damage resulting from risks expressly required to be insured against under the lease shall not exceed the amount of insurance so required or the amount actually procured and maintained, whichever shall be the greater; *Provided, further*, that maintenance of the required insurance shall effect no limitation on Lessee's liability with respect to any loss or damage resulting from the willful misconduct, lack of good faith, or negligence of Lessee or any of its officers, agents, servants, employees, subtenants, licensees or invitees.

(2) Lessee shall procure and maintain, at its own expense, insurance on the Leased Property in such initial amounts and types as may exceed, but shall not be less than, the minimum amounts and types specified in Article 6 of Part I hereof. However, Lessee shall provide, maintain, change or discontinue such insurance as the Local Government Representative may from time to time require and direct; *Provided*, Lessee's liability for loss of or damage to the Leased Property is modified accordingly; *Provided, further*, that if any insurance requirement is so changed an equitable adjustment shall be made in the amount of the Rent or Maximum Amount to be Expended specified in Article 3 or 4 of Part I hereof so as to reflect any resultant savings or increased cost to Lessee.

(3) All insurance which this lease requires Lessee to carry on the Leased Property shall be in such form, for such amounts, for such periods of time and with such insurers as

the Government may from time to time require or approve. Each policy of insurance shall contain a provision for thirty (30) days written notice to the Local Government Representative prior to the making of any material change in or the cancellation of the policy. Lessee shall deliver promptly to the Local Government Representative a certificate of insurance or a certified copy of each policy of insurance required by this lease and shall also deliver to him, no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance or a certified copy of each renewal policy covering the same risks. All insurance required or carried by Lessee on any of the Leased Property shall be for the protection of the Government and Lessee against their respective risks and liabilities in connection with the Leased Property. Each policy of insurance shall name both Lessee and the United States of America (Department of the Navy) as the insured, and each policy of insurance against loss of or damage to the Leased Property shall contain a loss payable clause reading as follows:

"Loss, if any, under this policy shall be adjusted with (name of lessee) and the proceeds, at the election of the Government, shall be payable to (name of lessee); any proceeds not paid to (name of lessee) shall be payable to the Treasurer of the United States."

(4) In the event that any item or part of the Leased Property shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed by Lessee under paragraph (1) of this Article, Lessee shall promptly give notice thereof to the Local Government Representative and, to the extent of its liability as provided in paragraph (1) thereof, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the Leased Property so lost or damaged, as the Government may elect. In the event that the Government shall direct Lessee to effect any repair, rebuilding or replacement which it is required to effect pursuant to this paragraph the Government shall direct the payment to Lessee of so much of the proceeds of any insurance carried by Lessee and made available to the Government on account of loss of or damage to any item or part of the Leased Property as may be necessary to enable Lessee to effect such repair, rebuilding or replacement. In the event the Government shall elect not to require Lessee to repair, rebuild or replace any item or part of the Leased Property lost or damaged, Lessee shall promptly pay to the Government out of any insurance proceeds collected by Lessee such portion thereof as may be allocable to loss of or damage to the Leased Property. When compliance with a Government request to effect any repair, rebuilding or replacement of any lost or damaged item or part of the Leased Property would involve the incurring of costs in excess of Lessee's liability for such loss or damage under this Article, Lessee shall be under no obligation to effect same until after a satisfactory agreement has been reached between the Government and Lessee with regard to Government reimbursement of such excess of costs to Lessee.

D. REPRESENTATIONS

Lessee has examined, knows and accepts the condition and state of repair of the Leased Property and the Station of which it forms a part, and acknowledges that the Government has made no representation concerning such condition and state of repair, nor any agreement or promise to alter, improve, adapt, repair or keep in repair the same, or any item thereof, which has not been fully set forth in this lease which contains all the agreements made and entered into between the Lessee and the Government.

E. SUBJECTION TO EXISTING AND FUTURE EASEMENTS AND RIGHTS OF WAY

This lease is subject to all outstanding easements and rights of way for location of any type of facility over, across, in and upon the Leased Property, or any portion thereof, and to the right of the Government to grant such additional easements and rights of way over, across, in and upon the Leased Property as it shall determine to be in the public interest; *Provided*, that any such additional easement or right of way shall be conditioned on the assumption by the Grantee thereof of liability to Lessee for such damages as Lessee shall suffer for property destroyed or property rendered unusable on account of Grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such easements and rights of way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, and to any Federal, State or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Leased Property as shall be necessary for the performance of their duties with regard to such facilities.

F. TERMINATION BY GOVERNMENT

The Government shall have the right to terminate this lease, at any time, without prior notice, and regardless of any lack of breach by Lessee of any of the terms and conditions of this lease. In the event of termination for any reason not involving a breach by Lessee of the terms and conditions of the lease the Government shall make an equitable adjustment of any advance rentals paid by Lessee hereunder.

In the event that the Government shall elect to terminate this lease on account of the breach by Lessee of any of the terms and conditions hereof no adjustment in advance rentals paid by Lessee shall be made, and the Government shall be entitled to recover and Lessee shall pay to the Government:

- (1) The costs incurred in resuming possession of the Leased Property.
- (2) The costs incurred in performing any obligation on the part of Lessee to be performed hereunder.
- (3) An amount equal to the aggregate of all rents, Long Term Maintenance Obligation and charges assumed hereunder and not theretofore paid or satisfied, less the net rentals, if any, collected by the Government on the reletting of the Leased Property, which amounts shall be due and payable at the time when such rents, obligations and charges would have accrued or become due and payable under this lease.

G. TERMINATION BY LESSEE

Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to the Local Government Representative in the event of damage to or destruction of all of the improvements on the Leased Property or such a substantial portion thereof as to render the Leased Property incapable of use for the purposes for which it is leased hereunder; *Provided*, (1) the Local Government Representative either has not authorized or directed the repair, rebuilding or replacement of the improvements or has made no provision for payment for such repair, rebuilding or replacement by application of insurance proceeds or otherwise, and (2) that such damage or destruction was not occasioned by the fault or negligence of Lessee or any of its officers, agents, servants, employees, subcontractors, licensees or invitees, or by any failure or refusal on the part of Lessee to fully perform its obligations under this lease.

H. SURRENDER

Upon the expiration of this lease or its prior termination, Lessee shall quietly and peacefully remove itself and its property from the Leased Property and surrender the possession thereof to the Government; *Provided*, in the event the Government shall terminate this lease upon less than thirty (30) days notice, Lessee shall be allowed a reasonable period of time, as determined by the Local Government Representative, but in no event to exceed thirty (30) days from receipt of notice of termination, in which to remove all of its property from and terminate its operations on the Leased Property. During such period prior to surrender, all obligations assumed by Lessee under this lease shall remain in full force and effect; *Provided, however*, that if the Local Government Representative shall, in his sole discretion, determine that such action is equitable under the circumstances, he may suspend, in whole or in part, any further accruals of Rent or Maximum Amount to be Expended between the date of termination of the lease and the date of final surrender of the Leased Property.

I. RESTORATION OF LEASED PROPERTY

Before the expiration or prior termination of this lease, Lessee shall restore the Leased Property and each item thereof to the condition in which it was received, as set forth in the Condition Report incorporated by Article I of Part I hereof, or to such improved condition as may have resulted from any improvement made therein by the Government or by Lessee during the lease term, subject however, to ordinary wear and tear and loss or damage for which Lessee is not liable hereunder; *Provided*, in the event the Government shall terminate this lease upon less than thirty (30) days notice Lessee shall have thirty (30) days from receipt of notice of termination to accomplish such restoration.

J. INSTALLATIONS, ALTERATIONS AND REMOVALS

During the term of this lease, or any extension thereof, Lessee shall have the right, at its own expense, to install such of its own machinery and equipment, to make such minor improvements and additions and to attach such removable fixtures in or upon the Leased Property as may be necessary for its use of the Leased Property pursuant to this lease, and to remove same at any time prior to the expiration or termination of this lease or any extension thereof; *Provided*, that in the event of termination by the Government upon less than thirty (30) days notice Lessee may remove such items within thirty (30) days from the receipt of notice of termination. All property not so removed shall be deemed abandoned by Lessee and may be used or disposed of by the Government in any manner whatsoever without any liability to account to Lessee therefor, but such abandonment shall in no way reduce any obligation of Lessee for restoration under Article I of this Part II.

It is expressly agreed and understood that Lessee will make no substantial alterations, additions or betterments to or installations upon the Leased Property without the prior written approval of the Local Government Representative, and then only subject to the terms and conditions of such approval which may include an obligation of removal and restoration upon the expiration or termination of this Lease. Except insofar as said terms and conditions may expressly provide otherwise, all such alterations, additions, betterments and installations made by Lessee shall become the property of the Government when annexed to the Leased Property or any part thereof.

**K. INDEMNIFICATION BY LESSEE-
GOVERNMENT NON-LIABILITY**

Lessee covenants that it will indemnify and save and hold harmless the Government, its officers, agents and

employees for and from any and all liability or claims for loss of or damage to any property owned by or in the custody of Lessee, its officers, agents, servants, employees, subtenants, licensees, or invitees, or for the death of or injury to any of the same which may arise out of or be attributable to the condition, state of repair or Lessee's use and occupancy of the Leased Property, or the furnishing of any utilities or services, or any interruption therein or failure thereof, whether or not the same shall be occasioned by the negligence or lack of diligence of Lessee, its officers, agents, servants or employees.

L. UTILITIES AND SERVICES

In the event that the Government shall furnish Lessee with any utilities and services maintained by the Government which Lessee may require in connection with its use of the Leased Property, Lessee shall pay the Government the charges therefor in addition to the cash rent required under this lease. Such charges and the method of payment thereof shall be determined by the appropriate supplier of such service, in accordance with applicable laws and regulations, on such basis as the appropriate supplier of such service may establish, which may include a requirement for the installation of adequate connecting and metering equipment at the sole cost and expense of Lessee. It is expressly agreed and understood that the Government in no way warrants the continued maintenance or adequacy of any utilities or services furnished by it to Lessee.

M. LIENS

Lessee shall promptly discharge or cause to be discharged any valid lien, right *in rem*, claim or demand of any kind, except one in favor of the Government, which at any time may arise or exist with respect to the Leased Property or materials or equipment furnished therefor, or any part thereof, and if the same shall not be promptly discharged by Lessee, the Government may discharge, or cause to be discharged, the same at the expense of Lessee.

N. ACCESS

The Government shall have access to the Leased Property at all reasonable times for any purposes not inconsistent with the quiet use and enjoyment thereof by Lessee, including, but not limited to, the purpose of inspection.

O. STATE AND LOCAL TAXES

In the event that as a result of any future Act of Congress, subjecting Government-owned property to taxation, any taxes, assessments or similar charges are imposed by State or local authorities upon the Leased Property (other than upon Lessee's possessory interest therein), Lessee shall pay the same when due and payable and this lease shall be renegotiated so as to accomplish an equitable reduction in the amount of the Rent or Maximum Amount to be Expended specified in Article 3 or 4 of Part I hereof, which reduction shall in no event exceed the amount of such taxes, assessments, or similar charges; *Provided*, in event the parties hereto are unable to agree within ninety (90) days from the date of the imposition of such taxes, assessments, or similar charges, upon a rental which in the opinion of the Local Government Representative constitutes a reasonable return to the Government on the Leased Property, the Local Government Representative shall have the right to determine the amount of the rental, which determination shall be binding on Lessee, subject to appeal as a dispute in accordance with the provisions of Article P of this Part II.

P. DISPUTES

(a) Except as otherwise provided in this lease, any dispute concerning a Question of fact arising under this lease

which is not disposed of by agreement shall be decided by the Commander, Naval Facilities Engineering Command, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the lessee. The decision of the Commander, Naval Facilities Engineering Command shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the lessee mails or otherwise furnishes to the Commander, Naval Facilities Engineering Command a written appeal addressed to the Secretary of the Navy. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this lease as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: *Provided, however,* that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the lessee shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the lessee shall proceed diligently with the performance of the lease and in accordance with the decision of the Commander, Naval Facilities Engineering Command.

(b) This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in this lease, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Q. COVENANT AGAINST CONTINGENT FEES

Lessee warrants that no person or agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or in its discretion to require Lessee to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

R. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this lease, or to any benefit to arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

S. FAILURE OF GOVERNMENT TO INSIST ON COMPLIANCE

The failure of the Government to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this lease shall not be construed as a waiver or relinquishment of the Government's right to the future performance of any such terms, covenants or conditions and Lessee's obligations in respect to such future performance shall continue in full force and effect.

T. ASSIGNMENT OR SUBLETTING

Lessee shall not transfer or assign this lease or any interest therein nor sublet or otherwise make available to any third party or parties any portion of the Leased Property or rights therein without the prior written consent of the Government. Under any assignment made, with or without

consent, the assignee shall be deemed to have assumed all of the obligations of Lessee hereunder, but no assignment shall relieve the assignor of any of Lessee's obligations hereunder except for an extension of the lease term beginning after such assignment, and then only if the Government shall have consented thereto.

U. LABOR PROVISION

(1) Equal Opportunity

During the term of this lease the lessee agrees as follows:

(a) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.

(b) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the government, advising the labor union or worker's representative of the lessee's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The lessee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The lessee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the Government and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations and orders.

(f) In the event of the lessee's noncompliance with the Equal Opportunity clause of this lease or with any of said rules, regulations, or orders, this lease may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The lessee will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such

provisions will be binding upon each sublessee or vendor. The lessee will take such action with respect to any sublessee or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the lessee becomes involved in, or is threatened with, litigation with sublessee or vendor as a result of such direction by the Government, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(2) **Convict Labor**

In connection with the performance of work required by this lease, Lessee agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

(3) **Contract Work Hours Standards Act (40 U.S. Code 327-330)**

This lease, to the extent that it is a contract of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and exceptions of said Contract Work Hours Standards Act and to all other provisions and exceptions of said law:

(a) The Lessee shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay," as used in this clause, shall be the amount paid per hour, exclusive of the Lessee's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Lessee shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

V. GOVERNMENT RULES AND REGULATIONS

Lessee shall comply with such rules and regulations regarding station security, ingress, egress, safety and sanitation as may be prescribed, from time to time, by the Local Government Representative or by the Commanding Officer of the Station.

W. USE IN PERFORMANCE OF GOVERNMENT CONTRACTS

Lessee shall notify the Local Government Representative promptly whenever the use of the Leased Property in the

performance of Government contracts changes so as to utilize 75 per cent or more of the total capacity thereof, and conversely whenever such use changes so as to utilize less than 75 per cent of such capacity.

X. NOTICES

No notice, order, direction, determination, requirement, consent, or approval under this lease shall be of any effect unless in writing. All notices required under this lease shall be addressed to Lessee, or to the Local Government Representative, as may be appropriate, at the addresses thereof specified in this lease or at such other addresses as may from time to time be agreed upon by the parties hereto.

Y. PAYMENTS

All payments to the Government required under this lease shall be made by check or postal money order made payable to the ~~Department of the Navy~~ and delivered to the Local Government Representative.

Treasurer of the United States

Z. INTEREST

Notwithstanding any other provision of this lease, unless paid within thirty (30) days, all amounts that become payable by the Lessee to the Government under this lease (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due until paid and shall be subject to adjustments as provided by Part 6 of Appendix E of the Armed Services Procurement Regulation, as in effect on the date of this lease. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board, as of the date the amount becomes due as herein provided. Amounts shall be due upon the earliest one of (i) the date fixed pursuant to this lease; (ii) the date of the first written demand for payment, consistent with this lease, including demand consequent upon default termination; (iii) the date of transmittal by the Government to the Lessee of a proposed supplemental agreement to confirm completed negotiations fixing the amount; or (iv) if this lease provides for revision of prices, the date of written notice to the Lessee stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by lease amendment.

AA. ADMINISTRATION

The Local Government Representative specified in Article 12 of this lease shall, under the direction of the Commander, Naval Facilities Engineering Command, have complete charge of the administration of this lease, and shall exercise full supervision and general direction thereof insofar as the interests of the Government are affected.

Crayton

RECEIVED

DEC 4 1990

PROPERTY DEPT.

PROPOSED LEGAL DESCRIPTION FOR ANTENNA TOWER & BUILDING:

"SOLEDAD COMMUNICATIONS FACILITY"

11/5/90 L. E. Carter Jr., Ass't. L.S., E & D/Surveys Ph: 236=5537

NOTE: The following property description has been created from architectural drawing data provided to me by April Panera, PH: 533-3146. The Southwesterly and Southeasterly corners of the proposed transmitter building site were "scaled" from the 1" = 10' scale drawing provide by April. Use of the following legal description should be 'preceded' by a comprehensive review of all reference documents available, prior to submission to the county for recordation.

That portion of Tract 1, Misc. Map 213, City of San Diego, County of San Diego, State of California, as filed 17 Nov 1949, F.P. 106740, in the office of the County Recorder of said county.

" Commencing at a point on the SOUTHERLY boundary of Map 213, said point being distant thereon N 54-56-45 W 768.09', from the SOUTHEASTERLY corner of said Map, said SOUTHEASTERLY corner being a found concrete monument per said map, Thence N35-03-15 E 70.21' to the TRUE POINT OF BEGINNING, Thence S 81-37-16 E 46.70', Thence N 8-22-44 E 18.00', Thence N 81-37-16 W 46.70', Thence S 8-22-44 W 18.00', to the TRUE POINT OF BEGINNING.

FOLLOWING "NOT FOR LEGAL":

The net area of the above described parcel is 840.6 Sq. Ft.= .0193 Acres

(R-91-862)

RESOLUTION NUMBER R-276921

ADOPTED ON NOVEMBER 26, 1990

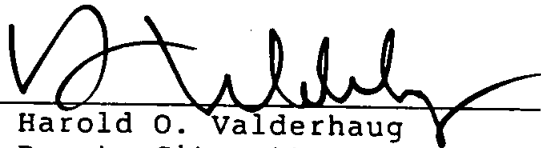
BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager or his designee is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a one-year lease agreement, with an option to renew for four additional periods of one year each, with the DEPARTMENT OF THE NAVY, for the use by the City of approximately 841 square feet of land on Mount Soledad, at an initial rental of \$208.33 per month, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No.

RR-276921.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$1,458.31 from Fund 30244, Org. 106, Object Account 4682, Job Order 333950, for lease costs from December 1, 1990, to June 30, 1991, is hereby authorized and approved.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOC:ps
11/16/90
11/28/90 COR.COPY
Or.Dept:Prop.
Aud.Cert:9100377
R-91-862
Form=r-t

NOV 26 1990

Passed and adopted by the Council of The City of San Diego on _____ by the following vote:

YEAS: Wolfsheimer, Hartley, Pratt, Bernhardt, Henderson, McCarty,

Mayor O'Connor.

NAYS: None.

NOT PRESENT: Roberts, Filner.

AUTHENTICATED BY:

MAUREEN O'CONNOR

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: RHONDA R. BARNES, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION
NO. R- 276921, passed and adopted by the Council of The City of San Diego, California
on NOV 26 1990.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Blonda R. Barnes, Deputy



DEPARTMENT OF THE NAVY
SOUTHWEST DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
1220 PACIFIC HIGHWAY
SAN DIEGO, CALIFORNIA 92132-5190

RECEIVED

OCT 25 1989

PROPERTY DEPT.

11011

24:0001m

Ser

000158

OCT 24 1989

Ms. Cynthia E. Kodama, Property Agent
Property Management Division
City of San Diego
Mail Station 51-A, Security Pacific Plaza
1200 Third Avenue, Suite 1700
San Diego, CA 92101

Dear Ms. Kodama:

Enclosed is your fully executed copy of government license N6247489RP00R36, which allows your use of communication facilities located on Mount Soledad, San Diego, California.

Since the license will be effective 1 October 1987 subject to receipt of annual payments in the amount of \$12,300.00 for 1987, 1988 and 1989, please forward your check in the amount of \$36,900.00 at the earliest possible date.

Thank you for your cooperation in this matter.

Sincerely,

JOSÉ J. DELUNA

Supervisory Realty Specialist

By direction of the Commanding Officer

Encl:

(1) Fully executed license, N6247489RP00R36

Copy to:

PWC (Code 694) (w/o encl)

West Div (Code 2411) (w/o encl)

ATTACHMENT "A"

CITY OF SAN DIEGO LEASE N6871191RP00P16

- 1) Paragraph 3. RENT, of the lease is hereby amended by deleting therefrom "The LESSEE shall pay an annual rent of \$2,500.00" and inserting in place thereof "The LESSEE shall pay an annual rental of \$25,000.00, payable quarterly, in advance at the rate of \$6,250.00, beginning December 1, 1991." City agrees to pay an additional maintenance fee, as determined by the Public Works Center, based on the number of radio transmitter and receiver units located on the premises.
- 2) Paragraph 4. PAYMENTS, of the lease is hereby amended by deleting the text thereof in its entirety and replacing it with "Rental payments shall be payable to The Treasurer of the United States, and mailed to Commanding Officer, Southwest Division, Naval Facilities Engineering Command, 1220 Pacific Highway, San Diego, California 92132-5190, ATTN: Code 01313. Payments for Maintenance Fees, to be determined by Navy Public Works Center and subject to annual review, shall be made payable to Navy Public Works Center, P.O. Box 113, San Diego, California 93136, ATTN: Code 151B."
- 3) All other terms and conditions remain the same.

AMRLS

Amris 1-19-80 jek

FORM 1078

DOCUMENT PERMIT RESOLUTION NO. 154 ORDINANCE NO. 154

LENGTH OF LEASE: renewable permit BEGINNING 18 August 1950

LEGAL DESCRIPTION: Soledad Mountain

PROPERTY FILE CODE

C. 29 1032

PURPOSE OF LEASE: operation of radio equipment by City of S. D.

& occasional use for meetings of the S. D. Disaster Council,

REMARKS: maintenance by City/ C. R. R. 100

BILLED BY: None DEPARTMENT: ON

FOR PERIOD IN CREDIT FUND ACCOUNT

RENTAL IS \$ 0 None PER AND/OR ① Contact - Mary Paul

② Mary Elec. Engr. Ctr. Harry Dungan 225-5596 Works Center - Clarice

ADDRESS City of San Diego PHONE 235-1000

(NAME OF LESSEE)

(BRIEF LEGAL)

(EXPIRATION DATE)

CITY OF SAN DIEGO

MOUNT SOLEDAD

INDEX

(R-89-1639)

RESOLUTION NUMBER R- **273066**

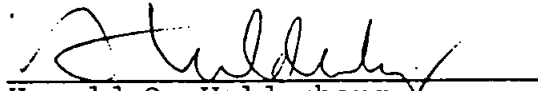
ADOPTED ON **MAR 20 1989**

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized to execute a 5-year license agreement with the Department of the Navy allowing the City to use the communication facility on Mt. Soledad at a rental rate of \$12,300 a year, under the terms and conditions set forth in that document on file in the office of the City Clerk as Document No.

RR- **273066**

APPROVED: John W. Witt, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:df
02/23/89
Aud.Cert:9000011
Or.Dept:Prop
R-89-1639
Form=r.fees

Passed and adopted by the Council of The City of San Diego on

MAR 20 1989 by the following vote:

YEAS: Wolfsheimer, Roberts, McColl, Pratt, Struiksma, Henderson, McCarty,
Filner, Mayor O'Connor.

NAYS: None.

NOT PRESENT: None.

AUTHENTICATED BY:

MAUREEN O'CONNOR
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: MAYDELL L. PONTECORVO, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R- 273066, passed
and adopted by the Council of The City of San Diego, California
on MAR 20 1989.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: Maydell L. Pontecorvo, Deputy

COPY

LICENSE FOR NONFEDERAL USE OF REAL ESTATE
 NAVFAC 11011/29 (6-75) (Supersedes NavDocks 220-75)

LICENSE NUMBER

16871190 RP00P50

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

1. NAVAL ACTIVITY (Property location) Navy Public Works Center, Naval Station San Diego, CA 92136-5113	2. DATES COVERED (Inclusive) FROM 1 October 1987 TO 30 September 1992
3. DESCRIPTION OF PROPERTY (Include room and building numbers where appropriate) As shown in red on Exhibit "A" attached hereto and made a part hereof.	

4. PURPOSE OF LICENSE

To use communications facilities on Mount Soledad, California.

5. LICENSOR UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY	5a. LOCAL REPRESENTATIVE, DEPT. OF NAVY OFFICIAL (Title and address) Western Division, Naval Facilities Engineering Command P.O. Box 727, San Bruno, CA 94066-0720
6. LICENSEE (Name and address) City of San Diego Security Pacific Plaza, 1200 3d Av Ste 1700, San Diego, CA 92101	6a. LOCAL REPRESENTATIVE (Name and address) Ms. Jane Humes Property Management Division

7. CASH PAYMENT BY LICENSEE (Payable in advance)

(If no cash payment is required, enter "None" under item 7a "Amount")

a. AMOUNT (Each payment)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (Title and address of local representative of the Government)
\$12,300.00	Annually	1 October 1987	Commander, Western Division Naval Facilities Engineering Command File No. 91769, P.O. Box 60000 San Francisco, CA 94160-1769

8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance)

(If no cash payment is required, enter "None" under item 8a "Amount")

a. AMOUNT (Each deposit)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (Mailing address)
NONE	City of San Diego to	obtain utility service at its sole cost and expense.	

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE

(If any or all insurance requirements have been waived, enter "None" in a, b, c, or d as appropriate)

TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE AND EXTENDED COVERAGE	City of San Diego is self-insured	c. THIRD PARTY PERSONAL INJURY PER PERSON	City of San Diego is self-insured
b. THIRD PARTY PROPERTY DAMAGE	City of San Diego is self-insured	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	City of San Diego is self-insured

10. GENERAL PROVISIONS (See Reverse Side)

II. EXECUTION OF LICENSE

FOR	BY		DATE
	NAME AND TITLE (Typed)	SIGNATURE	
DEPARTMENT OF THE NAVY			
LICENSEE	Jeff A. Washington ASSISTANT TO THE CITY MANAGER	<i>Jeff A. Washington</i>	MAR 20 1989

If Licensee is a Corporation, Certification of signature is attached

APPROVED AS

Form by JOHN W. WITT, City Attorney

DOCUMENT NO.

RR- 273066

MAR 20 1989

By: *[Signature]*
Deputy City Attorney

FILED

OFFICE OF THE CITY CLERK
SAN DIEGO CALIFORNIA

ENCLOSURE

10. GENERAL PROVISIONS

a. The Licenser hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.

b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licenser or its duly authorized representative.

c. The use shall be limited to the purposes specified herein.

d. This License shall be neither assignable nor transferable by the Licensee.

e. If utilities and services are furnished the Licensee for its use of the premises the Licensee shall reimburse the Licenser for the cost thereof as determined by the Licenser in accordance with applicable statutes and regulations.

f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licenser this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licenser that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licenser its proportionate share, on demand.

g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licenser. Upon revocation or surrender of this License, to the extent directed by the Licenser, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licenser. The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licenser and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

"Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the proceeds, at the direction of the Government, shall be payable to (Name of Licensee), and proceeds not paid to (Name of Licensee) shall be payable to the Treasurer of the United States of America."

In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licenser and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licenser may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or

damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licenser, and such excess of cost shall be reimbursed to the Licensee by the Licenser. In the event the Licensee shall have effected any repair, rebuilding or replacement which the Licensee is required to effect pursuant to this paragraph, the Licenser shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licenser the amount of such proceeds.

i. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

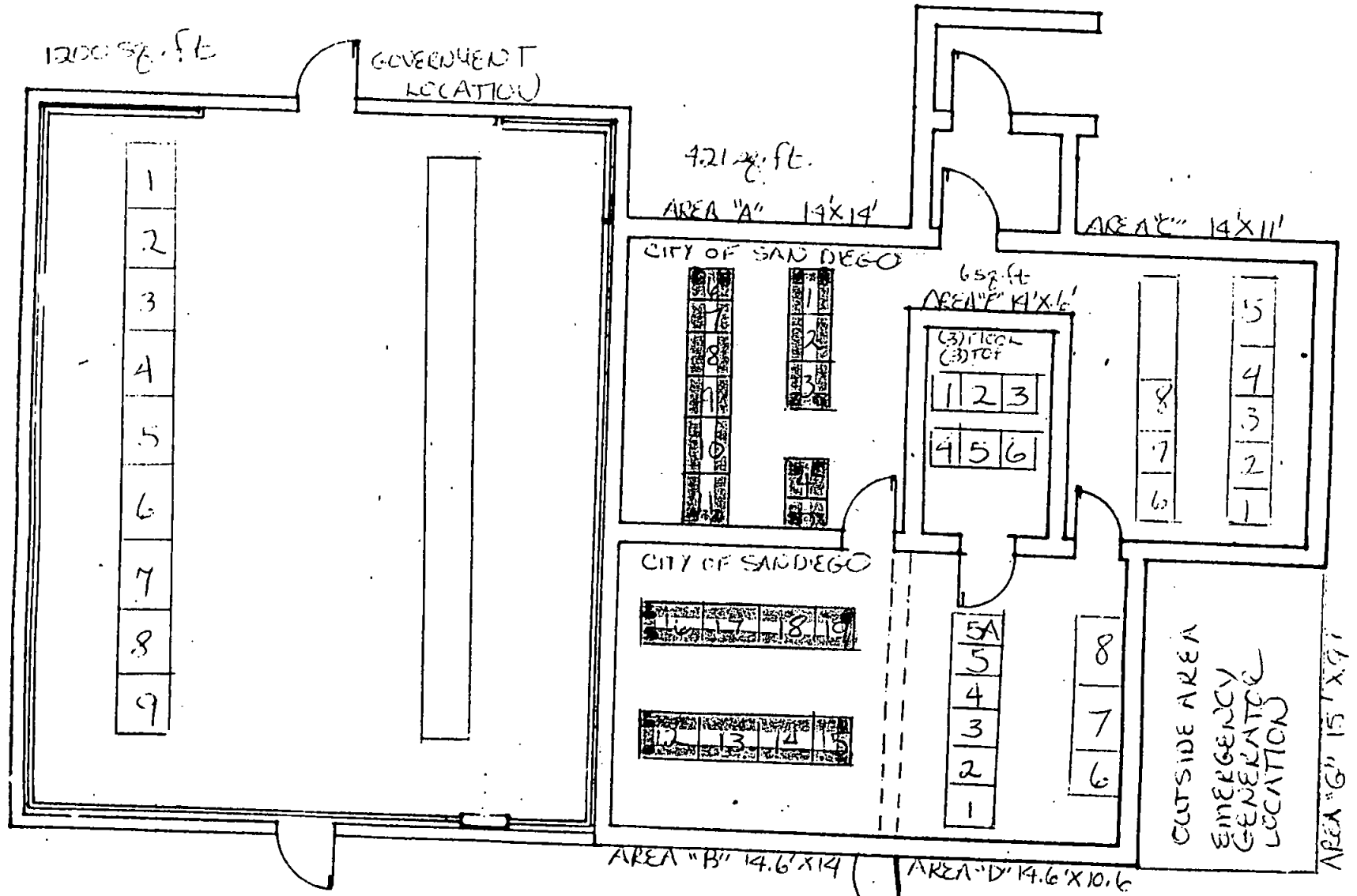
j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licenser may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licenser's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licenser's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.

k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licenser setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

n. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licenser as designated in Item 5a.



Anthony - 51A

(R-2001-1006)

RESOLUTION NUMBER R- 294460

ADOPTED ON JAN 22 2001

WHEREAS, the City currently leases property located on Mount Soledad from the United States Navy [Lease] upon which the City operates an emergency radio public safety communications facility [Facility]; and

WHEREAS, the Facility, an integral part of the City's overall safety communications network, consists of a 360 square foot equipment shelter, 50-foot monopole, and 10-foot by 10-foot concrete pad and generator on an approximately 950 square foot leasehold area; and

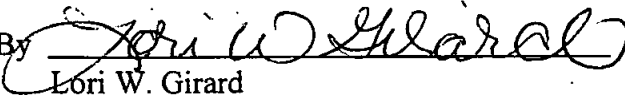
WHEREAS, the City and the Navy have negotiated an amendment to the Lease for operation of the Facility, which, among other things, extends the term of the Lease and sets the rent at current market value; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager or his designated representative is authorized to execute, for and on behalf of the City, a fourth Amendment of Solicitation/Modification of Contract with the Navy for the operation of an emergency radio public safety communications facility under the terms and conditions set forth in that Amendment on file in the office of the City Clerk as Document No. RR- 294460

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to expend an amount not to exceed \$16,625 from the Information Technology and Communications

Department's FY 2001 budget, Fund No. 100, for rent due in accordance with the terms of the Lease as amended.

APPROVED: CASEY GWINN, City Attorney

By 
Lori W. Girard
Deputy City Attorney

LWG:cdk
01/09/01
Or.Dept:REA
Aud.Cert:2100732
R-2001-1006
Form=leaser.frm

REVOCABLE PERMIT AGREEMENT

between

THE UNITED STATES OF AMERICA

and

THE CITY OF SAN DIEGO, CALIFORNIA

THIS AGREEMENT made this 18th day of August, 1950, between THE UNITED STATES OF AMERICA, represented by the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy, hereinafter called the Government, and THE CITY OF SAN DIEGO, CALIFORNIA, hereinafter called the City,

W I T N E S S E T H:

WHEREAS, the Government owns and the Department of the Navy (hereinafter called the Department) controls and has custody of certain land and facilities known as the U. S. Navy Electronics Laboratory Field Station, including a Fighter Control Building located on Mount Soledad, La Jolla, California, and

WHEREAS, The City has formally requested that it be permitted to use the said Fighter Control Building jointly with the U. S. Navy Electronics Laboratory, and

WHEREAS, in consideration of the joint use of the Fighter Control Building, the City has agreed to furnish the labor to install an underground power cable to the said Fighter Control Building from the nearest electrical power outlet pole, and to permit partial use of the City-owned Soledad-Fort Rosecrans communication cable by the Navy Electronics Laboratory, and

WHEREAS, it is considered that the joint use of the Fighter Control Building, as requested by the City, will not be detrimental to the U. S. Navy Electronics Laboratory's use thereof,

NOW THEREFORE, in consideration of the foregoing and of the provisions and conditions hereinafter set forth, the Government hereby grants to the City of San Diego, California, permission to occupy and use such portions of the Fighter Control Building, U. S. Navy Electronics Laboratory Field Station, Mount Soledad, La Jolla, California, as the Commanding Officer and Director of the U. S. Navy Electronics Laboratory may provide, which Fighter Control Building is marked in red on a map entitled "Plat Showing Area on Mount Soledad Transferred to the Navy Electronics Laboratory by U. S. Army, Eleventh Naval District," Revision dated April 6, 1950, attached hereto and made a part hereof. (The portions to be used are hereinafter called the premises.)

THIS PERMIT is granted subject to the following provisions and conditions:

1. The term of this permit shall commence on the 18th day of August 1950; shall be indeterminate in period of time, and shall be revocable at the option and discretion of the Government.
2. The premises shall be used by the City for the purpose of installing and operating City-owned radio equipment, and for occasional use of space on the premises for meetings of the San Diego Disaster Council. The City will use such space as will be assigned to it by the Commanding Officer and Director of the U. S. Navy Electronics Laboratory, or his duly authorized representative.
3. The use of the premises by the City shall be without cost or expense to the Navy Department, and the City, at its own expense, shall maintain the premises and all improvements placed thereon, including all equipment and fixtures, in as good condition as when received, normal wear and tear and circumstances over which the City has no control excepted.
4. The City shall have, for the duration of this

permit, the right to make minor alterations, attach fixtures, erect additions and/or temporary structures upon the premises; provided, however, that no substantial structural alterations or additions shall be made by the City unless the prior approval and consent of the Government is first obtained in writing. The title to all such property affixed to or constructed upon the premises shall remain in the City, shall be kept free of mechanics' liens and other encumbrances and shall be removed by the City, if the Government so requires, upon the termination of this permit. In the event of the failure of the City to so remove its fixtures, additions, temporary structures or other property within a reasonable time after the termination or revocation of this permit, the Government may remove the same from the premises and charge the City with the cost thereof.

5. The City is not to be considered as acquiring hereunder any permanent interest of whatever nature in the land, improvements or equipment of the Government.

6. This permit, or any interest therein, shall not be assignable or transferable except upon the written consent of the Government.

7. The Government shall not be required, nor shall anything herein contained be deemed to imply any obligation on the part of the Government to furnish the City with any utility services of whatever nature, but it is understood and agreed that the City will obtain this service at its sole cost and expense.

8. The City shall have the right to terminate this permit at any time upon sixty (60) days' notice in writing to the Government.

9. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may from time to time be prescribed by the Government or the Commanding Officer and Director,

U. S. Navy Electronics Laboratory, San Diego, California, and/or the Public Works Officer, Eleventh Naval District, San Diego, California, who is hereby designated and empowered to act as the local representative of the Government.

10. The Government reserves the right to use the premises at any time for purposes not inconsistent with the privilege granted the City herein.

11. The City hereby grants to the Government the right and privilege of the partial use of the Soledad-Fort Rosecrans communication cable.

12. The City agrees, as part of the consideration hereof, to install an underground power cable to the Fighter Control Building from the nearest electrical power outlet pole, the meters for which shall be furnished by the Government.

13. In the event that death or injury occurs to any person, or loss, destruction or damage occurs to any property of the Government, in connection with the establishment, maintenance, operation or repair of the premises authorized to be used hereunder, occasioned in whole or in part by the acts or omissions of the City, its agents, employees or servants, the City agrees to indemnify and save harmless the Government insofar as it may lawfully do so from and against any loss, expense, claims or demands to which the Government may be subjected as the result of such death, injury, loss, destruction or damage.

14. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit, or any benefit therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the permit be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the Navy Department, on behalf of the United States of America, has caused this permit to

be executed this 27th day of October
1950.

THE UNITED STATES OF AMERICA

By /s/ Jack E. Cochrane
By direction of the Chief of the
Bureau of Yards and Docks, acting
under the direction of the
Secretary of the Navy

THIS PERMIT is also executed by the City of San Diego,
California, in acknowledgment and acceptance of the terms
herein set forth.

THE CITY OF SAN DIEGO, CALIFORNIA

By /s/ A. W. Campbell
(Title) City Manager

No. Noy(R) 45444

REVOCABLE PERMIT AGREEMENT

between

THE UNITED STATES OF AMERICA

and

THE CITY OF SAN DIEGO, CALIFORNIA

THIS AGREEMENT made this 18th day of AUGUST, 1950, between THE UNITED STATES OF AMERICA, represented by the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy, hereinafter called the Government, and THE CITY OF SAN DIEGO, CALIFORNIA, hereinafter called the City,

W I T N E S S E T H:

WHEREAS, the Government owns and the Department of the Navy (hereinafter called the Department) controls and has custody of certain land and facilities known as the U. S. Navy Electronics Laboratory Field Station, including a Fighter Control Building located on Mount Soledad, La Jolla, California, and

WHEREAS, The City has formally requested that it be permitted to use the said Fighter Control Building jointly with the U. S. Navy Electronics Laboratory, and

WHEREAS, in consideration of the joint use of the Fighter Control Building, the City has agreed to furnish the labor to install an underground power cable to the said Fighter Control Building from the nearest electrical power outlet pole, and to permit partial use of the City-owned Soledad-Fort Rosecrans communication cable by the Navy Electronics Laboratory, and

WHEREAS, it is considered that the joint use of the Fighter Control Building, as requested by the City, will not be detrimental to the U. S. Navy Electronics Laboratory's use thereof,

NOW THEREFORE, in consideration of the foregoing and of the provisions and conditions hereinafter set forth, the Government hereby grants to the City of San Diego, California, permission to occupy and use such portions of the Fighter Control Building, U. S. Navy Electronics Laboratory Field Station, Mount Soledad, La Jolla, California, as the Commanding Officer and Director of the U. S. Navy Electronics Laboratory may provide, which Fighter Control Building is marked in red on a map entitled "Flat Showing Area on Mount Soledad Transferred to the Navy Electronics Laboratory by U. S. Army, Eleventh Naval District," Revision dated April 6, 1950, attached hereto and made a part hereof. (The portions to be used are hereinafter called the premises.)

THIS PERMIT is granted subject to the following provisions and conditions:

1. The term of this permit shall commence on the 18th day of August 1950; shall be indeterminate in period of time, and shall be revocable at the option and discretion of the Government.
2. The premises shall be used by the City for the purpose of installing and operating City-owned radio equipment, and for occasional use of space on the premises for meetings of the San Diego Disaster Council. The City will use such space as will be assigned to it by the Commanding Officer and Director of the U. S. Navy Electronics Laboratory, or his duly authorized representative.
3. The use of the premises by the City shall be without cost or expense to the Navy Department, and the City, at its own expense, shall maintain the premises and all improvements placed thereon, including all equipment and fixtures, in as good condition as when received, normal wear and tear and circumstances over which the City has no control excepted.
4. The City shall have, for the duration of this

permit, the right to make minor alterations, attach fixtures, erect additions and/or temporary structures upon the premises; provided, however, that no substantial structural alterations or additions shall be made by the City unless the prior approval and consent of the Government is first obtained in writing. The title to all such property affixed to or constructed upon the premises shall remain in the City, shall be kept free of mechanics' liens and other encumbrances and shall be removed by the City, if the Government so requires, upon the termination of this permit. In the event of the failure of the City to so remove its fixtures, additions, temporary structures or other property within a reasonable time after the termination or revocation of this permit, the Government may remove the same from the premises and charge the City with the cost thereof.

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8. The City shall have the right to terminate this permit at any time upon sixty (60) days' notice in writing to the Government.

9. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may from time to time be prescribed by the Government or the Commanding Officer and Director,

U. S. Navy Electronics Laboratory, San Diego, California, and/or the Public Works Officer, Eleventh Naval District, San Diego, California, who is hereby designated and empowered to act as the local representative of the Government.

10. The Government reserves the right to use the premises at any time for purposes not inconsistent with the privilege granted the City herein.

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14. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit, or any benefit therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the permit be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the Navy Department, on behalf of the United States of America, has caused this permit to

be executed this 27th day of OCTOBER
1950.

THE UNITED STATES OF AMERICA

By 151 JACK E. COCHRANE
By direction of the Chief of the
Bureau of Yards and Docks, acting
under the direction of the
Secretary of the Navy

THIS PERMIT is also executed by the City of San Diego,
California, in acknowledgment and acceptance of the terms
herein set forth.

THE CITY OF SAN DIEGO, CALIFORNIA

By 151 O. W. CAMPBELL
(Title) CITY MANAGER